

File No. 250577

Committee Item No. 7

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 9, 2025

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

**OTHER** (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 25-0070 5/13/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Request for Proposals 5/13/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Presentation 7/9/2025</u>
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Completed by: Brent Jalipa Date July 2, 2025

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Professional Services Agreement - CDM Smith, Inc. - Professional Services for Sunol Valley  
2 Facilities Improvements - Not to Exceed \$15,000,000]

3 **Resolution approving and authorizing the General Manager of the San Francisco Public**  
4 **Utilities Commission to execute Contract No. PRO.0177, Professional Services for**  
5 **Sunol Valley Facilities Improvements, with CDM Smith Inc., for a not to exceed contract**  
6 **amount of \$15,000,000 with a contract duration of 10 years, estimated to begin August**  
7 **2025, through July 2035, to provide planning and engineering design and support**  
8 **services necessary for the design and construction of improvements to various San**  
9 **Francisco Public Utilities Commission facilities in the Sunol Valley, pursuant to**  
10 **Section 9.118 of the Charter.**

11  
12 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) owns and  
13 operates several facilities in the Sunol Valley in unincorporated Alameda County, including the  
14 Calaveras and San Antonio Reservoirs, the Sunol Valley Water Treatment Plant, the San  
15 Antonio Pump Station, the Sunol Yard, the Alameda Creek Watershed Center, chemical  
16 storage and injection facilities, and other related facilities; and

17 WHEREAS, The SFPUC requires professional engineering design services to support  
18 the design and construction of improvements to the various SFPUC facilities within the Sunol  
19 Valley, as planned in the Water Enterprise 10-year capital plan, such as the Sunol Valley  
20 Water Treatment Plant Long-Term Improvements, Calaveras Dam Hypolimnetic Oxygenation  
21 System, San Antonio Backup Pipeline Valve Redesign, San Antonio Pump Station Upgrades,  
22 Sunol Valley Chloramination Facility Chemical Storage Improvements, and others; and

23 WHEREAS, On January 27, 2025, the SFPUC issued a Request for Proposals for  
24 Contract No. PRO.0177, and received one responsive proposal from a qualified contractor,  
25 CDM Smith Inc.; and

1 WHEREAS, The contract scope will include civil engineering, structural engineering,  
2 geotechnical engineering, mechanical engineering, treatment process engineering, electrical  
3 engineering, computer aided design and building information modeling, specialized drafting,  
4 surveying, and mapping, technical writing and editing services, and other specialized services,  
5 and has a duration of 10 years, with work estimated to begin in approximately August 2025  
6 and conclude in approximately July 2035; and

7 WHEREAS, Funding for this contract is available from the SFPUC Water Enterprise  
8 Capital Improvement Program, and funding for each task order will come from individual  
9 projects; and

10 WHEREAS, The Contract Monitoring Division established an 8% Local Business  
11 Enterprise (LBE) subcontracting requirement for this contract and the contractor is committed  
12 to a 10.90% LBE participation with its bid submittal; and

13 WHEREAS, On May 13, 2025, by Resolution No. 25-0070 the SFPUC Commission  
14 awarded Contract No. PRO. 0177 Professional Services for Sunol Valley Facilities  
15 Improvements, in the amount of \$15,000,000 to CDM Smith Inc.; and

16 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by  
17 Resolution of any contract which, when entered into, extends over 10 years, and of any  
18 contract which, when entered into, costs the City \$10,000,000 or more; and

19 WHEREAS, The draft contract contained in File No. 250577, is substantially in final  
20 form, with all material terms and conditions included, and only remains to be executed by the  
21 parties upon approval of this Resolution; now, therefore, be it

22 RESOLVED, That the Board of Supervisors hereby approves and authorizes the  
23 General Manager of the SFPUC to execute Professional Services Contract No. PRO.0177,  
24 Professional Services for Sunol Valley Facilities Improvements, with CDM Smith, Inc., for a  
25 not to exceed contract amount of \$15,000,000 with a contract duration of 10 years, to provide

1 planning and engineering design and support services necessary for the design and  
2 construction of improvements to various SFPUC facilities in the Sunol Valley under the Water  
3 Enterprise Capital Improvement Program; and, be it

4 FURTHER RESOLVED, That within 30 days of the contract being fully executed by all  
5 parties, the SFPUC shall provide signed copies to the Clerk of the Board for inclusion in the  
6 official file.

<b>Item 7</b> <b>File 25-0577</b>	<b>Department:</b> Public Utilities Commission
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution authorizes the San Francisco Public Utilities Commission (SFPUC) General Manager to execute a professional services contract for engineering support services for Sunol Valley Facilities Improvements with CDM Smith Inc. (CDM Smith), with a not-to-exceed of \$15 million and a 10-year term from August 2025 through July 2035.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The SFPUC owns a water treatment plant, reservoirs, and other facilities in the Sunol Valley. As part of the Water Enterprise Capital Improvement Plan, the SFPUC is planning multiple capital improvement projects at these sites and others throughout the Sunol Valley.</li> <li>Under the proposed agreement, CDM Smith would provide planning, design, and construction-phase engineering support for eleven Sunol Valley capital projects, including specialty engineering (architectural, civil, structural, geotechnical, mechanical, electrical), technical writing, surveying, and mapping. The eleven projects are estimated to be completed by December 2034 and to cost approximately \$101.1 million.</li> <li>CDM Smith was the only responsive proposer to the SFPUC Request for Proposals. According to SFPUC staff, the SFPUC's maximum billing rate (\$270) and the minimum qualifications were contributing factors to the low response to the solicitation.</li> <li>Approximately 50.7 percent of the work would be performed by subcontractors, including 10.9 percent by Local Business Enterprises (LBEs) and 39.8 percent by non-LBE firms.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed resolution approves the contract amount of \$15 million for the 10-year contract term through July 2035.</li> <li>According to SFPUC staff, the proposed budget includes funding for planning, design, and engineering support during construction, and no additional funding is anticipated for future phases. The proposed budget for engineering services is equal to approximately 15 percent of the total project budget of \$101.1 million.</li> <li>The contract will be funded by the projects' budgets within the SFPUC Water Enterprise Capital Improvement Plan, which is funded by water enterprise ratepayer revenue.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**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****SFPUC Facilities in the Sunol Valley**

The San Francisco Public Utilities Commission (SFPUC) owns a water treatment plant, reservoirs, and other water facilities in the Sunol Valley. The Sunol Valley Water Treatment Plant treats water from the San Antonio and Calaveras Reservoirs and sometimes from Hetch Hetchy. The San Antonio Pump Station transfers water between the San Antonio Reservoir, the Alameda Siphons, and the Sunol Valley Water Treatment Plant. Sunol Yard is an administrative and operational facility for SFPUC personnel. The site also includes the Alameda Creek Watershed Center, now under construction as an educational hub for visitors and school children to learn about the watershed.

As part of the Water Enterprise Capital Improvement Plan, the SFPUC is planning multiple capital improvement projects at these sites and others throughout the Sunol Valley.

On January 27, 2025, SFPUC issued a Request for Proposals (RFP) for professional engineering support services for Sunol Valley Facilities Improvements. Proposals were to be scored based on their technical written proposal (695 points), diversity, equity, and inclusion submittal (5 points), oral interview (300 points), and optional social impact partnership proposal (50 points), for a total maximum score of 1,050 points. CDM Smith submitted the only responsive proposal and was therefore awarded a contract without being scored. According to SFPUC staff, the SFPUC's maximum billing rate (\$270) was a contributing factor to the low response to the solicitation. The SFPUC increased the maximum billing rate from \$250 to \$270 in 2023 and is considering another increase. Additionally, SFPUC was asked to lower the minimum qualifications from experience as "lead designer" to experience as "lead role" on at least two water or wastewater treatment plant projects. However, the department did not lower the minimum qualifications because they wanted a consultant that had previously designed similar work.

On May 13, 2025, the SFPUC Commission awarded a professional services contract for Sunol Valley Facilities Improvements to CDM Smith with a term of 10 years and a not to exceed amount of \$15 million.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution authorizes the San Francisco Public Utilities Commission (SFPUC) General Manager to execute a professional services contract for Sunol Valley Facilities

Improvements with CDM Smith Inc. (CDM Smith), with a not-to-exceed of \$15 million and a 10-year term from August 2025 through July 2035.

### Scope of Work

Under the proposed agreement, CDM Smith would provide planning, design, and construction-phase support for the eleven Sunol Valley capital projects, including specialty engineering (architectural, civil, structural, geotechnical, mechanical, electrical), technical writing, surveying, and mapping. Exhibit 1 summarizes each project.

### Exhibit 1: Description of SFPUC Sunol Valley Facility Projects

Project Name	Project Description	Start/ Finish	Budget
1. Sunol Valley Water Treatment Plant Long Term Improvements	Various upgrades for the site to improve reliability of regional water delivery, including seismic upgrades, basement/tunnel lighting, road widening, HVAC upgrades and a new roof for the administrative building, other electrical and safety improvements	11/21 - 12/34	\$35.6M
2. Sunol Valley Chemical Facilities - Chemical Storage Improvements	Replaces tanks, piping, supports, and installs leak detection to prevent chemical spills	7/25 - 6/31	\$8.5M
3. Sunol Chemical Facilities - Pump, PLC**, and Seismic Upgrades	Replaces chemical injection pumps, upgrades the existing PLC at the Dechlorination Facility to address security concerns, and make seismic upgrades at the Chlorination Facility.	7/25 - 6/31	\$3.5M
4. Sunol Yard – Phase 2	Upgrades backup power system and truck wash systems, and adds new electrical vehicle charging stations and storage space for IT.	3/25 - 3/31	\$13.8M
5. San Antonio Pump Station - Standby Power, Switchgear, and Battery Replacement	Replaces switchgear and batteries and installs new standby power.	7/25 - 6/31	\$1.5M
6. San Antonio Backup Pipeline - Valve Redesign	Valve redesign to address pipeline vibrations at low-flow rates by either installing parallel valves or replacing existing valves.	7/29 - 6/35	\$1.0M
7. San Antonio Pump Station - Upgrades	Converts two remaining diesel pumps to electric and upgrades the substation to accommodate increased electrical demands and replace aging infrastructure.	7/25 - 6/31	\$18.4M
8. Calaveras Dam - Hypolimnetic Oxygenation System	Repairs or replaces the reservoir's hypolimnetic dissolved oxygen system to ensure the reservoir receives sufficient oxygenation and to address odor and taste issues from algal blooms	9/21- 6/32	\$2.1M
9. Alameda Creek Watershed Center – Phase 2	Completes Watershed Center interpretive exhibits, landscaping, parking, backup power, and infrastructure previously deferred from Phase 1.	1/25 - 1/33	\$11.0M
10. Castlewood Injection Facility - Replacements	Replaces chemical injection facility and electrical shed.	7/25 - 8/29	\$3.2M

Project Name	Project Description	Start/ Finish	Budget
11. Town of Sunol Pump Station - Upgrades	Replaces a pump at the end of its useful life. The pump moves water into elevated storage tanks which gravity feed water into the town of Sunol.	3/25 - 3/31	\$2.5M

Source: FY 25-34 Water Enterprise Capital Improvement Plan and SFPUC staff

\*\*PLC stands for Programmable Logic Controller and is a specialized industrial computer used to automate and control various processes within water treatment plants.

The eleven projects are estimated to be completed by December 2034 and to cost approximately \$101.1 million.

### Subcontractors and Local Business Enterprise Requirements

Approximately 50.7 percent of the work would be performed by subcontractors, including 10.9 percent by Local Business Enterprises (LBEs) and 39.8 percent by non-LBE firms. The RFP required at least 8 percent LBE participation. CDM Smith committed to 10.9 percent. Planned LBE subconsultants are detailed in Exhibit 2.

### Exhibit 2: Local Business Enterprise Subconsultants, Tasks, and Estimated Participation

LBE Firm	Service	Estimated Participation
AGS Inc.	Geotechnical/Civil	1.8%
EXARO Technologies	Underground Utility Locate	0.4
Joe Hill Consulting	Task order management, constructability review, startup assistance	2.1
LEE Inc.	Surveying	0.6
Merrill Morris Partners	Landscape Architecture	1.2
Saylor Consulting	Cost Estimating and project scheduling	2.0
SCA Environmental	Hazardous materials assessment, mitigation	0.3
Structus	Structural Engineering	2.5
<b>Total</b>		<b>10.9%</b>

Source: Contract Monitoring Division memo on CDM Smith's proposal

Planned non-LBE firms are shown in Exhibit 3. These firms chose to be subconsultants rather than submit their own proposals in response to the RFP.



**Exhibit 3: Non-LBE Subconsultants, Tasks, and Estimated Participation**

<b>Firm</b>	<b>Service</b>	<b>Participation</b>
Kennedy Jenks	Treatment Process and Discipline Engineering	26.6%
ENGEO Inc.	Geotechnical Engineering	0.5%
JDH Corrosion	Corrosion Protection Design Services	1.5%
Mott MacDonald	Building Mechanical, SFPUC Liaison, Technical Writing, and Condition Assessments	7.7%
MWA Architects	Architecture Services	1.7%
Siegfried Engineering	LiDAR scanning, right-of-way/ easement	1.5%
Stillwater Sciences	Lake Oxygenation	0.3%
<b>Total</b>		<b>39.8%</b>

Source: Contract Monitoring Division memo on CDM Smith's proposal

**Social Impact Partnership Requirements**

Under the Social Impact Partnership contract requirements, CDM Smith is required to contribute \$150,000 in financial support, in-kind services, and volunteer hours. This is equal to 1 percent of the contract's not-to-exceed. A breakdown of commitments is detailed below in Exhibit 3.

**Exhibit 3: Social Impact Partnership Commitments<sup>1</sup>**

<b>SIP Program Area</b>	<b>Direct Financial Contributions</b>	<b>Volunteer Hours</b>	<b>Value of Volunteer Hours</b>	<b>Total Contribution</b>
Job Exposure, Training, and Internships	\$30,000	100	\$15,000	\$45,000
Public Education	30,000	200	30,000	60,000
Environment and Community Health	15,000	200	30,000	45,000
<b>Total</b>	<b>\$75,000</b>	<b>500</b>	<b>\$75,000</b>	<b>\$150,000</b>

Source: SFPUC

Note: Volunteer hours are billed at a flat rate of \$150 per hour.

**Performance**

CDM Smith's performance is evaluated based on the quality and timeliness of its task-order deliverables. SFPUC may conduct performance evaluations at its discretion under the proposed

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<sup>1</sup> Per Social Impact Partnership Rules and Regulations, the firm is not required to identify specific beneficiaries at this stage. However, they will be required to do so when submitting their first Annual Workplan, including how resources will be allocated and disseminated to each of the selected beneficiaries.

contract. The performance evaluation metrics include: 1. Quality of Service, 2. Schedule Management, 3. Cost Management, 4. Scope Management, 5. Staff and Resources, 6. Value of Services, 7. Administrative Functions, 8. Overall Rating. The evaluated reports include the Needs Assessment, Alternatives Analysis, and Conceptual Engineering Report, as well as key design milestones at 35 percent, 65 percent, 95 percent, and 100 percent. Additionally, performance is assessed by the firm's engineering support throughout the environmental review, permitting, bid and award, construction, and closeout phases, and the timely submission of reports requested by SFPUC.

### FISCAL IMPACT

The proposed resolution approves the contract amount of \$15 million for the 10-year contract term through July 2035. Exhibit 4 provides a breakdown of the proposed budget.

#### Exhibit 4: Professional Services Contract Costs

Project Name	Funding
1. Sunol Valley Water Treatment Plant Long Term Improvements	\$5,900,000
2. Sunol Valley Chlorination Chemical Facilities - Chemical Storage Improvements	1,000,000
3. Sunol Chemical Facilities - Pump, PLC, & Seismic Upgrades	800,000
4. Sunol Yard – Phase 2	1,468,125
5. San Antonio Pump Station - SAPS Standby Power, & Switchgears, Upgrades & Battery Replacement	101,250
6. San Antonio Backup Pipeline - Valve Redesign	800,000
7. San Antonio Pump Station - Upgrades	2,500,000
8. Calaveras Dam - Hypolimnetic Oxygen System	495,000
9. Alameda Creek Watershed Facility Additions Center - Phase 2	1,488,125
10. Castlewood Injection Facility - Replacements	427,500
11. Town of Sunol Pump Station - Upgrades	20,000
<b>Total</b>	<b>\$15,000,000</b>

Source: SFPUC

According to SFPUC staff, the proposed contract budget includes funding for planning, design, and engineering support during construction, and no additional funding is anticipated for future phases of these projects. The proposed budget for engineering services is equal to approximately 15 percent of the total project budget of \$101.1 million.

#### Labor Rates

Per the terms of the contract, the Effective Overhead and Profit Rate may not exceed 3.20, and the billing rates range from \$112 to \$270 per hour. The contractor is only allowed to escalate billing rates based on the annual change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. No increases are permitted to billing

rates exceeding \$270 per hour unless the SFPUC Bureau Manager and Contract Manager authorize the increase in writing.

**Funding Source**

The \$15 million contract will be funded by the individual projects' budgets within the SFPUC Water Enterprise Capital Improvement Plan, which is funded by water enterprise ratepayer revenue.

**RECOMMENDATION**

Approve the proposed resolution.

**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  
CDM Smith, Inc.  
PRO-0177  
Engineering Services for Sunol Valley Facilities Improvements**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name of Contractor] (“Contractor”) and City.

**Recitals**

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure planning and engineering design services for the Sunol Valley Facilities Improvements from Contractor; and

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

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WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled PRO-0177 Engineering Services for Sunol Valley Facilities Improvements; and

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WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on [insert date of Civil Service Commission action or DHR approval date if under \$100K] from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number 41458-23/24 in the amount of 15,000,000 for the period of 11 years, 2 days; and

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WHEREAS, the City’s Public Utilities Commission approved this Agreement by 25-0070 on May 13, 2025 in the amount of 15,000,000 for 10 years; and

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WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

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WHEREAS, the City's Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

Now, THEREFORE, the parties agree as follows:

## **Article 1      Definitions**

The following definitions apply to this Agreement:

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

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

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

1.4      "Confidential Information" means confidential City information including, but not limited to, personal 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"). Confidential Information includes, without limitation, City Data.

1.5      "Contractor" means CDM Smith, Inc, 2300 Clayton Road, Suite 950, Concord, CA 94520.

1.6      "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

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

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

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

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

## **Article 2 Term of the Agreement**

2.1 **Term.** The term of this Agreement shall commence on [the Effective date] and expire in 10 years, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

### **3.1 Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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 the 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. The 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.

3.1.2 **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.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until the City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

### **3.3 Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Fifteen Million Dollars, \$15,000,000, the breakdown

of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services 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 the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to 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 submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

### **3.3.5 Prompt Payment of Subcontractors**

(a) **LBE Payment and Utilization Tracking System.** LBE Subcontracting Participation Requirements apply to a contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of twenty (20%) of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartner.sfgov.org/pages/training.aspx>.

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

### **3.3.6 Getting paid by the City for Services.**

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to

be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sf.gov](https://sf.gov).

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, Submit a request through SFPUCVendorSupport@sfgov.org.

3.3.7 **Reserved.**

3.3.8 **Payment Terms.**

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

(b) **Reserved.**

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 copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code (collectively, "Covered Services"), which is incorporated into 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 ("DIR"), 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 applicable prevailing wage rates are available from the City's Office of Labor Standards and Enforcement ("OLSE"). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates,



as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services.

**3.6.4 Posted Notices.** Contractor shall post job site notices prescribed by DIR at all job sites where Covered Services are to be performed.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their 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 perform 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/or DIR.

**3.6.6 Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to the City and to DIR as specified by the City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by the City. 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 performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this

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

### 3.7 **Apprentices.**

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

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

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

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

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

## **Article 4 Services and Resources**

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in **Appendix A, "Scope of Services."** Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by the City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the 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 sufficient resources for timely completion within the project schedule.

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City’s execution of this Agreement constitutes its approval of the subcontractors listed below in Appendix B-1, Fee Schedule. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City’s approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. 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 of its agents or employees. 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 the City determine that Contractor is not performing in accordance with the requirements of this Section, 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 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 the City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold 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. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred 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 **Reserved.**

4.7 **Reserved.**

4.8 **Reserved.**

4.9 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$10,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

- (e) Reserved. Technology Errors and Omissions Liability Insurance
- (f) Reserved. Cyber and Privacy Liability Insurance
- (g) Reserved.

#### 5.1.2 **Additional Insured.**

- (a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.
- (c) The Commercial Automobile Liability Insurance policy include
  - (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees; and
  - (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by the Contractor, and its employees, agents and subcontractors.

#### 5.1.4 **Primary Insurance.**

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

#### 5.1.5 **Other Insurance Requirements.**

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled, "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.



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

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

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

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

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

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

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

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

Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

**5.2.4 Severability Clause Specific to Indemnification and/or Defense**

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

**5.2.5** Under no circumstances will City indemnify or hold harmless Contractor.

**Article 6 Liability of the Parties**

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

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

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

**Article 7 Payment of Taxes**

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

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience.**

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

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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (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 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 provided prior to the Termination Date, for which City has not already made 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 and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of 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	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security

Article 7	Payment of Taxes		
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(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, 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 Default Remedies.** 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 in accordance with Article 11.

**8.3 Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such

default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

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

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

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

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

### **Article 9 Rights in Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under federal 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 its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities

provided that any such use is in conformance with the confidentiality provisions of this Agreement.

## **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/](http://www.amlegal.com/codes/client/san-francisco_ca/).

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

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

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, 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 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 Article 141. Information about and the text of Article 141 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 Article 141, irrespective of the listing of obligations in this Section.

### **10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Labor and Employment Code Article 131.2.

**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 [enter percentage] 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.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering,



purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

**10.12 Reserved.**

**10.13 Reserved.**

**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 Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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. Article 142 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 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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 Distribution of Beverages and Water.

10.17.1 **Reserved.**

10.17.2 **Reserved.**

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.

### 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:	Tedman Lee Civil Division Manager-EMB San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, California 94102 TLee@sfgwater.org
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To Contractor:	Servando Molina Senior Vice President CDM Smith Inc. 2300 Clayton Road, Suite 950, Concord, CA 94520 molinas@cdmsmith.com (925) 296-8024
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Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

## 11.2 Compliance with Laws Requiring Access for People with Disabilities.

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

11.2.2 Reserved.

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

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 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 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 twenty percent (20%).

## 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. Disputes will not be subject to binding arbitration. 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 including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

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

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

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

**11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

**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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## **Article 12 Department Specific Terms**

**12.1 Reserved.**

## **Article 13 Data and Security**

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

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

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

**13.2 Reserved.**

**13.3 Reserved.**

**13.4 Management of City Data.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided

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

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

## **Article 14 MacBride And Signature**

**14.1 MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 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**

Recommended by:

\_\_\_\_\_  
Dennis J. Herrera  
General Manager  
San Francisco Public Utilities Commission

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
**Tyson Arbuthnot**  
Deputy City Attorney

**CONTRACTOR**

**CDM Smith, Inc.**

\_\_\_\_\_  
**Dave Ebersold**  
**Senior Vice President**

City Supplier Number: **0000023206**

**Appendices**

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

## **Appendix A Scope of Services**

### **I. Project Description**

Planning and engineering design services for Sunol Valley facilities.

### **II. Description of Services**

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

1. Architectural
2. Civil Engineering
3. Structural Engineering
4. Geotechnical Engineering
5. Mechanical Engineering
6. Treatment Process Engineering
7. Electrical Engineering
8. Instrumentation & Controls
9. Computer Aided Design & Building Information Modeling (BIM)
10. Specialized Drafting
11. Surveying and Mapping
12. Technical Writing and Editing Services
13. Other Specialized Services

The Contractor will work under the direction of the SFPUC Infrastructure Division – Engineering Management Bureau (EMB).

The SFPUC has developed a preliminary scope of work for the various Sunol Valley facility projects that it anticipates undertaking with Contractor support under the Agreement. However, the scope of services described for each project is not a complete listing of all services that SFPUC may require. The primary role of the Contractor will be to provide planning and engineering design services. The Contractor may perform engineering planning and/or design for a portion of a project or for an entire project. The SFPUC, in its sole discretion, may select the Contractor for all, portions, or none of the work described herein. SFPUC's EMB will determine the scope of work and schedule when it needs the Contractor to provide planning and engineering design services.

When requesting services for a specific project, SFPUC will provide the Contractor with current available project information. The Contractor will form a qualified team and provide a proposed detailed scope of work. Contractor will bear all costs associated with the development of the detailed scope of work. The SFPUC and Contractor will then negotiate a final task order with a scope of work and a negotiated not-to-exceed fee and schedule pursuant to the terms of the Agreement.

Services may include preparation of Needs Assessment Reports (NAR), Alternative Analysis Reports (AAR), Design Criteria Reports (DCR), Conceptual Engineering Reports (CER), Detailed Design, Engineering Support During Construction, and other miscellaneous services

such as environmental support and post-construction monitoring. An essential part of the Contractor work will be liaising with the City representatives and the City's design team. The Contractor will work under the direction of the SFPUC to provide planning and engineering design services for Sunol Valley facility projects identified within the Water Enterprise Capital Improvement Programs (WE CIP). Some assignments may require SFPUC engineering staff to be integrated into the Contractor project team. The Contractor's work objective will be to perform planning and engineering design services applying all applicable codes and SFPUC procedures.

SFPUC anticipates the projects to pertain to water pump stations and water treatment facilities. The projects may include additions, improvements, repairs or retrofits of existing water pump stations and water treatment facilities and the associated process systems and electrical systems. Desirable experience include expertise in: water treatment process design, the inspection and evaluation of existing water pump stations and water treatment facilities and their related systems, design of measures to address identified deficiencies, coordination with regulatory agencies to gain concurrence and approvals, and design for proper construction phasing in operating water pump stations and water treatment facilities.

### **III. SOCIAL IMPACT PARTNERSHIP**

#### **1. Terms and Conditions.**

- a. Contractor shall provide its Social Impact Partnership (SIP) Commitments during the term of the Agreement. The representations, warranties, and other terms contained in Contractor's SIP Proposal Response Form (SIP Proposal) will be the basis for a SIP Project Plan and SIP Annual Work 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.
- b. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under the Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. Contractor shall fund the SIP Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with the Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the SIP Commitments. The provision of SIP Commitments does not entitle Contractor to additional work beyond the services specified within the Agreement.
- c. Contractor shall commence performance of the SIP Commitments promptly after issuance of the first Notice of Contract Award (NCA) for the Agreement and SIP Kick-off meeting. SIP Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot count towards Contractor's SIP Commitments for the Agreement. If Contractor has established programs or plans that are consistent with the SIP program areas described in the Request for Proposals (RFP), Contractor may continue those programs as part of its SIP Commitments and will be given credit for activities that are performed following the issuance of the NCA by the SFPUC after the approval of the SIP Projection Plan and SIP Annual Work Plan .



- d. Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of work on the project. If the SFPUC's SIP Program team determines that Contractor's delivery of SIP Commitments is 10% or more behind the underlying value of task orders issued, the City, in its sole discretion, may deem Contractor in material breach of the Agreement.
- e. The City's progressive remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (1) requiring Contractor to submit a corrective action plan; (2) withhold progress payments equal to the amount of undelivered SIP Commitments; (3) withholding progress payments from amounts due and owing under the Covered Contract up to 100% of the value of SIP Commitments; (4) assessment of actual damages in the amount equal to the total value of undelivered SIP Commitments, plus liquidated damages; ; (5) revoking noncompliant Contractor's eligibility for future Covered Contracts.
- f. If Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to Contractor for performance of its work, which amount the SFPUC may reasonably determine in its sole discretion. If the SFPUC imposes actual or liquidated damages as a remedy against Contractor for non-compliance, the Controller shall withhold the damages assessed until such time as either Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original SIP Commitments and by the process set forth in the SFPUC Social Impact Partnership Rules and Regulations.
- g. If Contractor fails to perform any of its SIP Commitments, Contractor shall be liable for liquidated damages on the Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined by the SFPUC in its sole discretion.
- h. When City amends a Covered Contract that will result in an increase to the Covered Contract amount, the SFPUC will require the Contractor to propose a proportional increase to its SIP Commitments for the Covered Contract. Such increase shall be proportional to the increase to the Covered Contract amount under the amendment. The resulting amendment or modification shall incorporate the proportional increase to the SIP Commitments and comply with San Francisco Administrative Code Section 21F, and no increase the costs for delivery of the SIP Commitments to the SFPUC. The Contractor must propose how it intends to implement the proposer proportional increase to its SIP Work Plans, which will be subject to the SIP approval process for SIP Work Plans.
- i. Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of SIP

Commitments. Contractor shall be obligated to deliver the increased SIP Commitment(s) at no additional cost to the SFPUC.

**2. Project Team**

Dave Ebersold shall serve as the Executive in Charge to manage Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments 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 SIP Coordinator, Karen Pridmore, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

**3. SIP Commitments.**

Contractor shall provide \$75,000 in direct financial contributions and \$75,000 in volunteer hours. Contractor commits to a minimum total contribution of \$150,000 over the term of the Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

**Social Impact Partnership Commitments Table**

SIP Program Area	Direct Financial Contributions	Volunteer Hours	Volunteer Hour (Fixed rate \$150)	Value of Volunteer Hours	Total Contribution
Job Exposure, Training, and Internships	\$ 30,000.00	100	\$ 150.00	\$ 15,000.00	\$ 45,000.00
Small Business Support	\$ 0.00	0	\$ 150.00	\$ 0.00	\$ 0.00
Public Education	\$ 30,000.00	200	\$ 150.00	\$ 30,000.00	\$ 60,000.00
Environment and Community Health	\$ 15,000.00	200	\$ 150.00	\$ 30,000.00	\$ 45,000.00
TOTAL COMMITMENTS					\$ 150,000.00

**4. Accountability and Deliverables.**

Contractor shall provide supporting documentation, including Key Performance Indicators (KPIs), consistent with the reporting requirements detailed below to establish fulfillment of the SIP Commitments.

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



a. **SIP Work Plans.**

i. SIP Projection Plan

Contractor must attend a SIP Kick-off meeting and develop and submit to the SFPUC a SIP Projection Plan within three months of issuance of the NCA. The SIP Projection Plan is a detailed forecast that estimates the financial and volunteer contributions over the term of the contract.

ii. SIP Annual Work Plan

A detailed plan outlining the financial and/or volunteer contributions to identified beneficiaries for defined Fiscal Year. It specifies the resource allocation to ensure contributions are in alignment with the SIP Projection Plan.

The SFPUC will use the SIP Projection Plan and SIP Annual Work Plan to assess progress on SIP Commitments delivery regularly throughout the term of the Covered Contract.

b. **SIP Commitments and Reporting.**

iii. Contractors must submit annually a SIP Annual Work Plan, and regular, biannual SIP Program performance reports to the SFPUC SIP Program team.

iv. Reports submitted without corresponding documentation will not be accepted. Contractors must complete reporting at the end of each reporting period, including if there are no activities. Failing to report and/or no response by the specified deadline will be considered noncompliance and subject the Contractor to corrective action.

v. The biannual reporting periods are as follows:

**Q1/Q2 Biannual Report** for Social Impact Commitments delivered between July 1 to December 31, and all required documentation.  
Reporting deadline: January 31.

**Q3/Q4 Biannual Report** for Social Impact Commitments delivered between January 1 to June 30, and all required documentation.  
Reporting deadline: July 31.

vi. The SFPUC will review all submitted reports and supporting documentation for completion and accuracy, and will contact Contractors regarding any missing information or questions regarding their submissions.

vii. Contractor shall also submit a stand-alone annual newsletter to the SIP Portal, covering the highlights of the year's SIP Commitments, Program Areas, beneficiaries, and associated outcomes for online

publication.

- viii. Contractor must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive in Charge and the SIP Coordinator within 30 days of a staffing change.

## **5. Statements of Understanding.**

Contractor acknowledges that they agree with the following statements:

- a. Contractor is bound by all instructions in the RFP for the SIP Proposal Response Form and the SIP Program Rules and Regulations as may be amended.
- b. Contractor's SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- c. SIP Commitments must provide support through financial donations and/or volunteer hours to or through Beneficiaries (as that term is defined in San Francisco Administrative Code 21F.2 and the SIP Rules and Regulations) as follows: services to or through Beneficiaries (as that term is defined in Administrative Code Section 21F.2 as follows:

"Beneficiary" means an organization that is eligible to receive a Social Impact Commitment.

A Beneficiary must be: (1) a nonprofit public benefit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28. Solely for the purposes of this definition of Beneficiary, the definition of City shall include any other municipal/local, county, state, or federal jurisdiction.

A Beneficiary must be independent of the Contractor and its subcontractor(s) (at any tier) and their respective officers and employees. No Contractor or

subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

- d. SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- e. Contractor must deliver its SIP Commitments at no cost to the SFPUC.
- f. Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the Agreement.
- g. Only activities commenced after the NCA for the Agreement is issued will count towards the fulfillment of Contractor's SIP Commitments.
- h. Contractor is obligated to comply with SFPUC's SIP Commitments reporting requirements.
- i. Contractor is obligated to comply with the terms and conditions set forth in this section and in the Agreement.
- j. These reporting requirements may be adjusted over the duration of the Agreement due to SIP Program and system improvements.

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's SIP Commitment Table, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and Contractor's SIP Proposal Response Form, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

#### **IV. Project 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 Contractor. However, 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 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 Contractor's performance of the contract.

#### **V. Reports**

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

#### **VI. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Tedman Lee.

## **VII. 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.

## **VIII. Task Orders**

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

The task order request will be processed for Controller certification of funding, after which a Notice to Proceed (NTP) will be issued. Contractor is hereby notified that work cannot commence until Contractor receives a written NTP in accordance with the San Francisco Administrative Code. ***Any work performed without an NTP will be at Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under the Agreement shall be in accordance with Appendix B, Calculation of Charges, and Appendix B-1, Fee Schedule.

## **Appendix B Calculation of Charges**

As part of Contractor's proposal dated March 11, 2025, 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 Appendix B-1, Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

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

**1. Billing Rates.** Contractor's billing rates and each and every staff classification as stated in Appendix B-1, Fee Schedule, will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other San Francisco Bay Area governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of March 11, 2025. 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 \$270 per hour, unless the SFPUC Contract Manager and Bureau Manager authorize an increase to the rate in writing.

**2. Personnel Changes.** Any proposed changes to project personnel or staff classification as listed in Appendix B-1, Fee Schedule, must be approved in advance of any work commencing on the project and in writing by the SFPUC Contract Manager. These personnel changes may include but are not limited to:

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1, Fee Schedule, 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.0177 is **3.20**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1, Fee Schedule. 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.** Direct reimbursable expenses (or “other direct costs” (ODCs)) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs must receive written pre-approval from the SFPUC Contract Manager.

a. The following items will be eligible for reimbursement as ODCs: [Detailed ODC list to be updated upon award]

i. Task-specific out-of-town travel as requested by the 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.

a) Rental vehicle or car share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.

b) Personal vehicle use: The SFPUC will pay Contractor on a per mile basis as established by the United States 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, Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.

c) Project vehicle rental/lease cost, gasoline, tolls and parking. Contractor must request the project vehicle and receive pre-authorization by SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.

d) Geotechnical/environmental borings and testing;

e) Site and utility survey and potholing;

f) Hazardous materials survey and testing;

ii. Specialty printing (“specialty,” as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);

iii. Task-related permit fees; and

iv. Expedited courier services when requested by SFPUC staff; and

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

i. All other travel expenses such as parking, bridge tolls, public transit,

vehicle mileage within the nine Bay Area counties, and travel from Contractor's home office to SFPUC facilities not requested by the SFPUC;

- ii. Commute time from Contractor's home office to SFPUC facilities or to Moccasin;
- iii. Travel Time
- iv. Contractor staff relocation costs;
- v. Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- vi. Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- vii. All meals, including refreshments and working lunches with SFPUC staff;
- viii. Equipment to be used by SFPUC staff;
- ix. Office equipment, vehicle purchase and any automotive-related equipment; and
- x. 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 Contractor's team after obtaining pre-authorization by the SFPUC Contract Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

**6. Subcontractor Fees.**

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by Contractor's liaison with the SFPUC;
- c. Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

**7. Retention.** Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Contract Manager and all work products have been received and approved by the SFPUC Contract Manager, 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, 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. Administrative costs such as preparing for an invoice is considered non-billable.

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 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 10 days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

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

## **Appendix B-1 Fee Schedule**

[Insert Proposal Fee Schedule or other schedule of rates/charges]

DRAFT

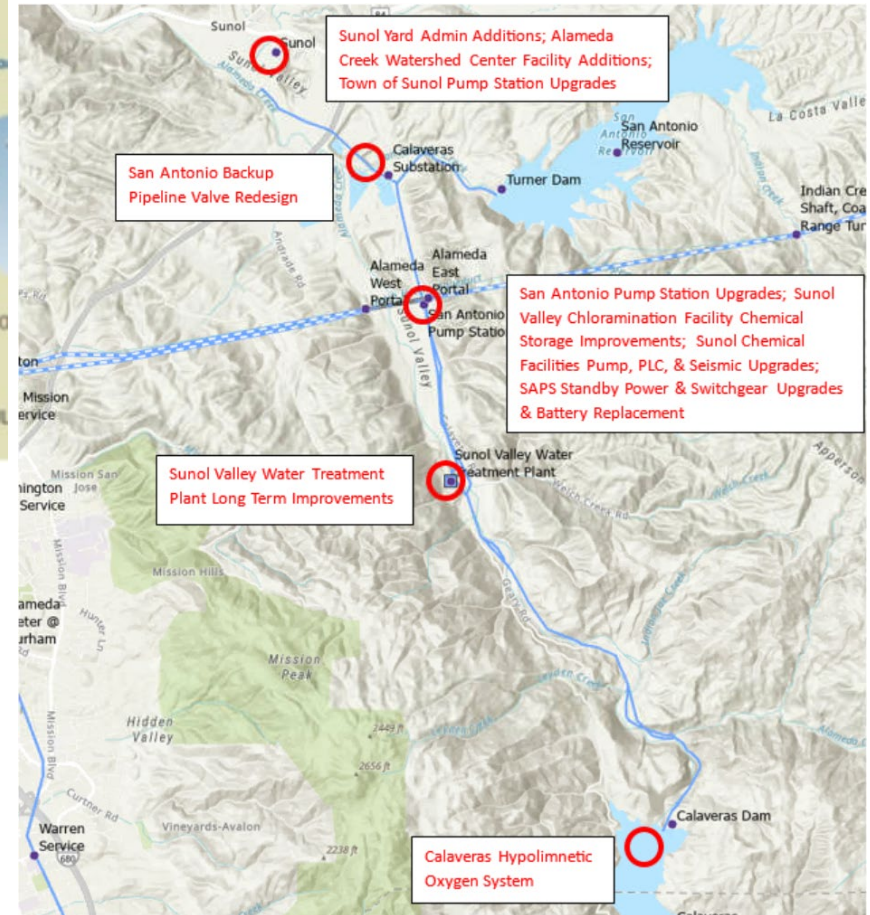
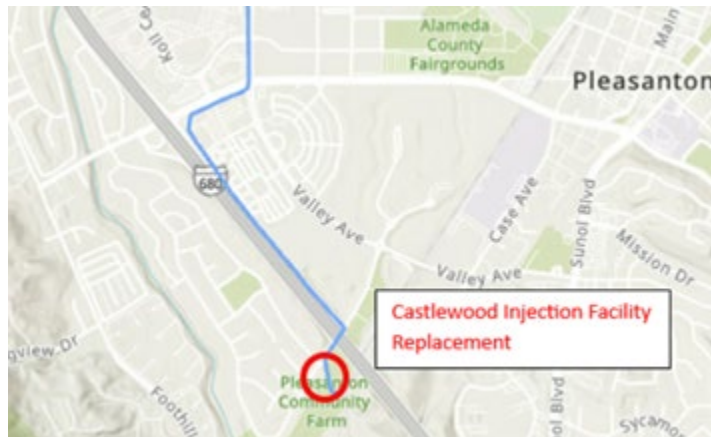


## **Request to Award Contract Number PRO.0177 – Sunol Valley Facilities Improvements**

**San Francisco Board of Supervisors – Budget and Finance Committee meeting  
July 9, 2025**



# PRO.0177 Sunol Valley Facilities





# Contract Scope Overview

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- PRO.0177 Sunol Valley Facilities Improvements
  - Contract amount: \$15,000,000
  - Contract duration: Ten (10) years
  - Advertised: January 27, 2025
  - Bids received: March 11, 2025 (1 proposal)
  - Contractor: CDM Smith, Inc.
- 
- The primary role of the Consultant is to provide planning and engineering design and support services necessary for the design and construction of improvements to various SFPUC facilities in the Sunol Valley



# Sunol Regional Projects (10-year CIP Funding)

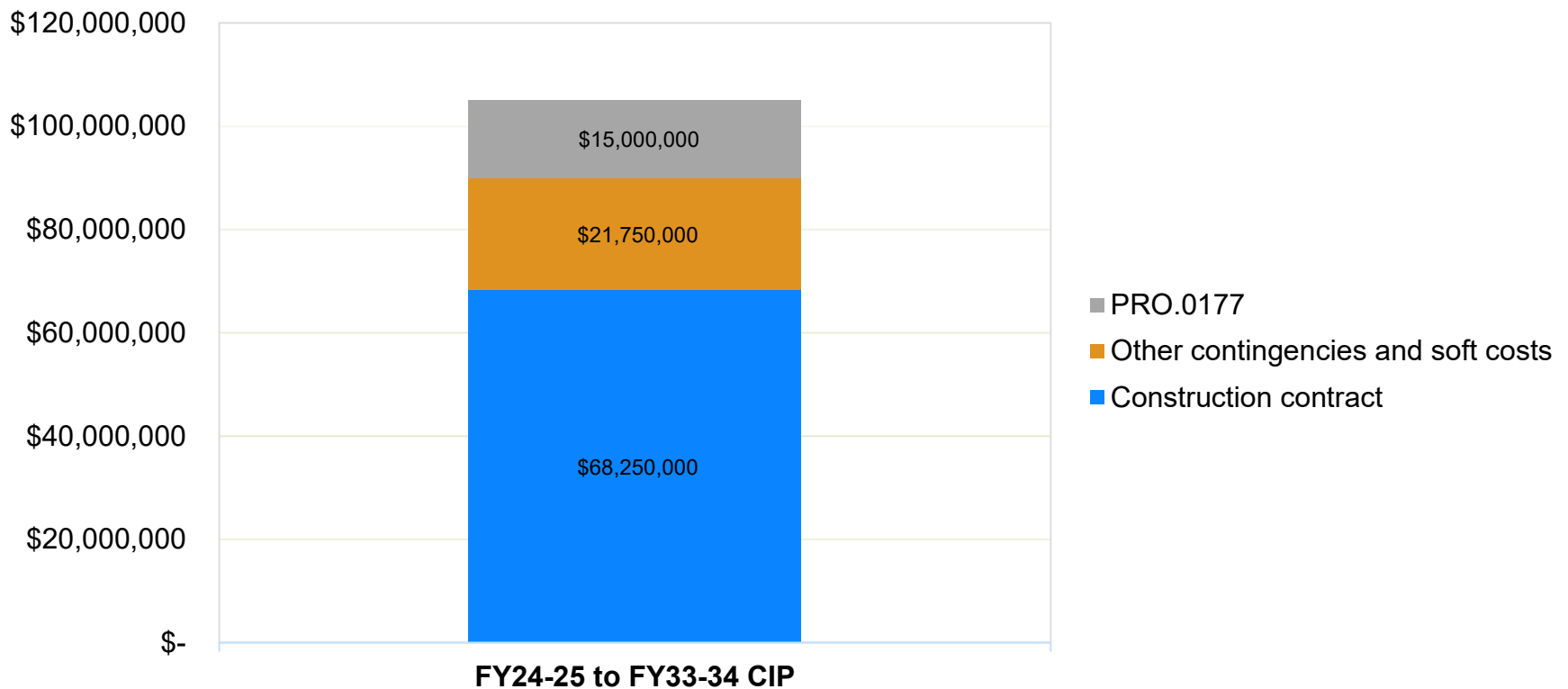
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## PRO.0177 Projects:

- Sunol Valley Water Treatment Plant Long-Term Improvements (LTI)
- Calaveras Dam Hypolimnetic Oxygenation System
- San Antonio Backup Pipeline Valve Redesign
- San Antonio Pump Station Upgrades
- SVCF Chemical Storage Improvements
- Alameda Creek Watershed Center – Phase 2
- Sunol Yard – Phase 2
- Sunol Chemical Facilities Pump, PLC and Seismic Upgrades
- SAPS Standby Power and Switchgear Upgrades and Battery Replacement
- Castlewood Injection Facility Replacements
- Town of Sunol Pump Station Upgrades

# Contract PRO.0177 in context

## PRO.0177 - Total Projects Budget





# SUNOL VALLEY WATER TREATMENT PLANT LONG TERM IMPROVEMENTS (LTI)



- Master Plan for Overall Facility Upgrades
- Wash Water Tank Seismic Upgrades
- Additional plant upgrades such as new flowmeters, replacing VFDs, fire suppression system
- Capital Plan budget: \$29.6M

# SAN ANTONIO PUMP STATION UPGRADES



- Convert two remaining diesel pumps to electric pumps
- Upgrade SAPS Substation for future conversion of diesel pumps to electric and provide power to support six 1,000-HP pumps
- Other upgrades such as replacing substation switchgear and medium voltage transformer
- Capital Plan budget: \$18.4M



# ALAMEDA CREEK WATERSHED CENTER – PHASE 2



- Provide backup power system for Watershed Center and Nursery Area
- Enhancements such as overflow parking, shade structures, picnic areas, electric vehicle charging stations, and road improvements
- Capital Plan budget: \$11.2M

# SUNOL YARD – PHASE 2



- Upgrade or replace backup power system and associated appurtenances at Sunol Yard
- Repair or upgrade truck wash systems at Sunol Yard
- Potential scope items such as improved perimeter fencing and gates, a new shop for operations crews, new watershed cottage
- Capital Plan budget: \$13.8M



# Questions?



# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 25-0070

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires professional engineering design services necessary for the design and construction of improvements to various SFPUC facilities within the Sunol Valley; and

WHEREAS, On January 27, 2025, SFPUC advertised a Request for Proposals for Contract No. PRO.0177, Sunol Valley Facilities Improvements, to procure planning, engineering design, and support services necessary for the design and construction of improvements to various SFPUC facilities in Sunol Valley; and

WHEREAS, The estimated cost of services for the contract is not-to-exceed \$15,000,000; and

WHEREAS, Services are anticipated to begin August 2025 and end July 2035 for a duration of 10 years; and

WHEREAS, SFPUC staff and the Contract Monitoring Division (CMD) received one responsive proposal from a qualified contractor, CDM Smith Inc.; and

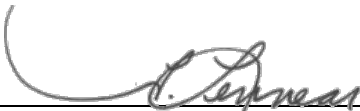
WHEREAS, CMD established an 8% Local Business Enterprise (LBE) subconsultant participation requirement for each agreement, and CDM Smith Inc., has committed to a LBE subconsultant participation of 10.90%, with its proposal, and

WHEREAS, Award of this professional services contract does not fall within the definition of a “project” under CEQA Guidelines section 15378 because work under the agreement will consist of engineering design and support services only, and no support services during construction and closeout will be initiated under this contract until CEQA review is complete and until this Commission has reviewed and considered the CEQA determination and has approved a Project, and approval of individual task orders under this contract for activities that would result in physical changes to the environment, such as geotechnical investigations, would require compliance with CEQA prior to initiation of ground-disturbing activities; and

WHEREAS, Funds for this contract are available from SFPUC Water Enterprise Capital Improvement Program; now, therefore, be it

RESOLVED, That this Commission hereby awards professional services Contract No. PRO.0177, Sunol Valley Facilities Improvements, to CDM Smith Inc., for an amount not-to-exceed \$15,000,000 and with a duration of 10 years, to provide planning and engineering design and support services necessary for the design and construction of improvements to various SFPUC facilities in Sunol Valley, subject to Board of Supervisors approval under Charter Section 9.118.

*I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of May 13, 2025.*

  
\_\_\_\_\_  
*Director of Commission Affairs  
San Francisco Public Utilities Commission*



# **Request for Proposals:**

## **Sunol Valley Facilities Improvements**

**Agreement No. PUC.PRO.0177**

**1/27/2025**



**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 Proposer<sup>1</sup> to provide: planning and engineering design services for the Sunol Valley Facilities Improvements. The selected Proposer, upon entering into an agreement to perform the services described herein, is referred to herein as the Contractor. SFPUC may also call on the Contractor to provide other related services during the term of the Professional Services Agreement (“Agreement”).

The SFPUC seeks to select Proposers with proven expertise and extensive experience, performing planning and engineering design for water or wastewater treatment plant projects (at least 50 MGD).

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

**Agreement Amount:** \$15,000,000.00

**Agreement Duration:** 10 Years

The SFPUC anticipates awarding an Agreement to the highest-ranked Proposer for a term of ten (10) years and an amount not-to-exceed \$15 million.

Under the Agreement, Contractor will perform planning and engineering design services for specific projects designated by the SFPUC.

SFPUC does not guarantee that the Contractor will receive any minimum amount of work or any minimum compensation. At the start of each task, the SFPUC will review the availability of City resources and has the option to assign a portion of the scope of work to City staff.

SFPUC will incorporate Project Descriptions and a Detailed Description of Tasks (Section 3.3 and 3.4) 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 agreed to by the SFPUC and the Contractor into the Agreement. The standard terms of the Agreement will be non-negotiable. **The SFPUC does not guarantee that Contractor will receive any minimum amount of work or compensation.**

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

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

## 1.2 Tentative RFP Schedule

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

Advertisement of RFP .....	1/27/2025
Pre-Submittal Conference.....	2/4/2025
Site Visit.....	2/7/2025
Deadline for Proposers to Submit Questions .....	2/14/2025
Deadline for Proposers to Submit Proposals .....	3/11/2025
Shortlisting and Notification of Oral Interviews.....	4/22/25
Oral Interviews.....	5/13/25
Posting of Proposer Ranking .....	6/3/2025
Public Utilities Commission Authorization to Execute Agreement .....	7/8/2025
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement .....	7/29/2025
Notice of Award of Agreement.....	8/19/2025

## 1.3 Pre-Submittal Conference and Site Visit

### Pre-submittal conference information:

**Time:** 11:00 AM

**Date:** 2/4/2025

**Location:** <https://sfwater.zoom.us/j/83469247246?pwd=ZRzj6CBfaFIthNCv7b1YaiurecgS82.1>

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

**The SFPUC highly recommends Prime Proposer’s attendance at the pre-submittal conference as one of the good faith steps under the City’s Administrative Code Chapter 14B “Good Faith Outreach” requirements. If the Contract Monitoring Division (CMD) has assigned a Local Business Enterprise (LBE) participation requirement, see Section 9.1.1, “LBE Subconsulting Participation Requirements”.**

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



**Site visit information:****Sunol Valley Water Treatment Plant****Time:** 9:00 AM -10:00 AM**Date:** 2/7/25**Location:** 8653 Calaveras Road, Sunol, California**San Antonio Pump Station and Chemical Facilities****Time:** 10:00 AM - 11:00 AM**Date:** 2/7/25**Location:** 5555 Calaveras Road, Sunol, California**Watershed Center and Sunol Yard Facilities****Time:** 11:00 AM - 12:00 PM**Date:** 2/7/25**Location:** 505 Paloma Way, Sunol, California

The site visit will include the existing Sunol Valley Water Treatment Plant facility (SVWTP), the San Antonio Pump Station (SAPS) and Chemical Facilities, Watershed Center, and Sunol Yard Facilities. Proposers will meet SFPUC project staff, prior to the site visit, at the entrance to the SVWTP or as directed during the pre-submittal conference.

- If necessary, SFPUC may arrange an additional site visit.
- SFPUC requires attendees to wear their own Personal Protection Equipment (PPE) including non-slip boots and a high visibility safety vest.

A maximum of two(2) team members from each firm may attend site visits. Team members are expected to bring their own Personal Protection Equipment (PPE) appropriate for an active construction site as mentioned above.

## **1.4 Requests for Information and Addenda/Change Notices**

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

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

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

## **1.5 Diversity, Equity, and Inclusion in Contracting**

This contracting opportunity is subject to compliance with the City's Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In alignment with the SFPUC's core mission, the agency seeks to promote diversity within its contracting opportunities. The SFPUC encourages proposals from Proposers that commit not only to optimize the use of Micro-LBE, Small-LBE, and SF Small Business Administration (SBA)-certified firms, but also to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

- i. As part of the SFPUC's core mission, the agency is committed to the promotion of racial equity. In July 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to actively promote internal and external racial equity. This effort aligns with the San Francisco Board of Supervisors' (BOS) enactment of Ordinance No. 188-19 in July of 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.
- ii. In alignment with the SFPUC's core mission, the agency seeks to promote diversity in its contracting opportunities. The SFPUC encourages Proposers to demonstrate in their Proposals actionable commitment to racial justice by, for example, presenting Key Lead Team Members, staff, and contractors, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.
- iii. The SFPUC's encouragement of diversity will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

## **1.6 Limitations on Communications**

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

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification

of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

## **1.7 Social Impact Partnership Program (“SIP”)**

The SFPUC strives to be a good neighbor in the communities that are impacted by its water, power, and sewer operations, services, and infrastructure. The SFPUC’s Social Impact Partnership (SIP) Program provides an opportunity for its contractors to engage in corporate social responsibility supporting our communities.

In December 2022, by Ordinance No. 261-22, the BOS unanimously adopted San Francisco Administrative Code Chapter 21F authorizing the SFPUC to implement an SIP. Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract constitutes a contractor’s acknowledgment and agreement that it shall comply with the [SIP Rules and Regulations](#) as may be amended during the term of a Covered Contract.

A Proposer may voluntarily propose Social Impact Commitments as a part of its written proposal. The Proposer’s Social Impact Commitments must directly benefit the communities, neighborhoods, and/or residents served by the SFPUC and/or impacted by its operations. Social Impact Commitments are in the form of financial contributions or volunteer hours to or through a Beneficiary located in the geographic area specified in this RFP. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.

The SFPUC invites Proposers to include a SIP Proposal detailing proposed Social Impact Commitments in accordance with RFP Section 5.2.11, which will become contractual obligations upon contract award. Proposers may be eligible to receive a bonus for a SIP Proposal as set forth in this RFP and consistent with the SIP Rules and Regulations.

## **1.8 Conflicts of Interest**

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

# 2 Background

## 2.1 San Francisco Public Utilities Commission

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

The mission of the SFPUC is to:

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

The SFPUC is comprised of three 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.

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

## 2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, racial justice, community benefits, and innovative technologies.

### A. Environmental Justice Policy

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

[https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy\\_OCT2009.pdf](https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf)

### B. Community Benefits Policy

On January 11, 2011, by Resolution No. 11-0008, the SFPUC adopted a Community Benefits Policy 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. The SIP program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: [https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy\\_JAN2011.pdf](https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf).

### C. 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 Triple Bottom Line principles that include economic, environmental, social, leadership and transparency. Refer to:

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615>

### D. Racial Justice Policy

On July 14, 2020, the SFPUC adopted Racial Justice Resolution 20-0149 condemning systematic racism and vowing to take action to promote internal and external racial equity. This effort aligns with the larger City-wide Legislative Mandate, [Ordinance No. 188-19](#), where the Board of Supervisors established the Office of Racial Equity (ORE) to address racial disparities in City

Departments and external programs. Refer to: <https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594>.

## **2.3 Water Enterprise and Infrastructure Divisions**

The Water Enterprise has three divisions: Water Supply and Treatment Division (WSTD), Water Quality Division (WQD), and Hetch Hetchy Water and Power (HHWP). WSTD is responsible for the operation and maintenance of the treatment, pumping and conveyance facilities from Alameda East Portal (including Tesla Portal and Thomas Shaft treatment facilities, which are east of Alameda East Portal) to the City and County of San Francisco border. WQD provides laboratory services, compliance monitoring, process engineering, regulatory reporting, and technical support for both HHWP and WSTD. HHWP is responsible for the operation and maintenance of the water supply and conveyance system facilities from the Hetch Hetchy Reservoir to the Alameda East Portal of the Coast Range Tunnel (except the Tesla Portal and Thomas Shaft hypochlorite stations) and manages four hydroelectric powerhouses and transmission lines that carry power from the Sierra Nevada to customers and SFPUC facilities in the Central Valley, East Bay, and City.

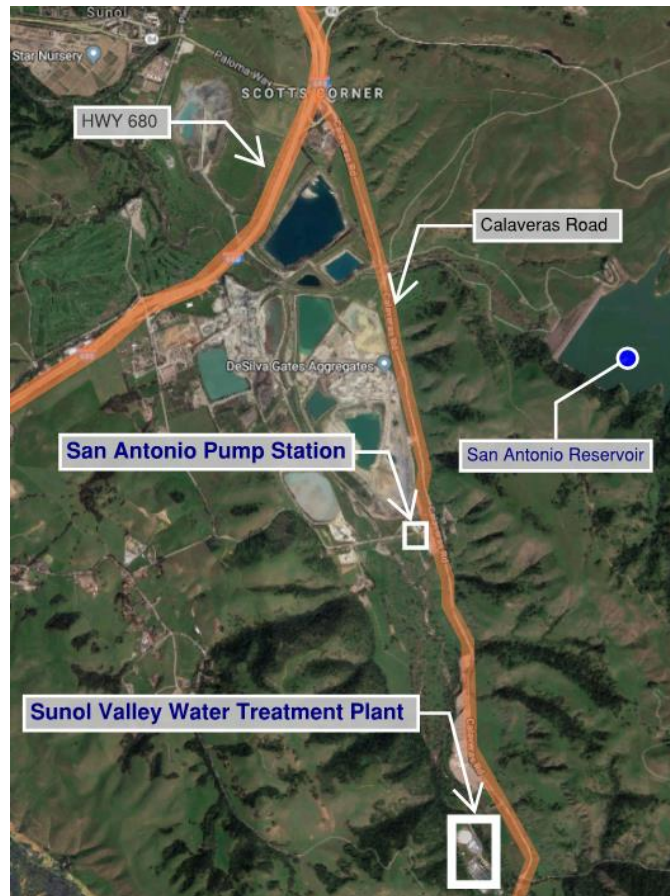
The SFPUC's Infrastructure Division is responsible for providing internal resources for SFPUC capital projects. Organizational capacity and in-house capabilities continue to expand and increase. When the Infrastructure Division does not have the required expertise to support a project, or chooses to supplement its staff, SFPUC hires Contractors with specialized expertise. The Infrastructure Division, which is managed by the Assistant General Manager (AGM) for Infrastructure, is organized into operations and programs. Operations consist of the following: Project Delivery, which includes the Construction Management Bureau (CMB), the Engineering Management Bureau (EMB), and the Bureau of Environmental Management (BEM); the Project Management Bureau (PMB); and the Contract Administration Bureau (CAB). Programs consist of the Sewer System Improvement Program (SSIP), the Water System Improvement Program (WSIP), the Local and Regional Water Capital Improvement Program (CIP), and the Hetchy Capital Improvement Program (HCIP).

## **2.4 Sunol Valley Facilities Improvements**

The Sunol Valley Water Treatment Plant (SVWTP) is located in an unincorporated portion of Alameda County in the Sunol Valley on 8653 Calaveras Road, Sunol, California. SVWTP is one of two water treatment plants of the SFPUC and treats water from the Calaveras and San Antonio Reservoirs in addition to Hetch Hetchy water that does not meet drinking water standards. The San Antonio Pump Station is integral to the operation of the facilities in the Sunol Valley and operates to transfer water between the various facilities including the Alameda Siphons, San Antonio Reservoir, and the SVWTP. Figure 2-1 shows the locations of the SVWTP and SAPS.



**Figure 2-1 Map of Project Facilities in the Sunol Valley**



The SFPUC is seeking planning and engineering design services for the Sunol Valley Facilities Improvements, which is comprised of following projects/scope:

Project Name
SVWTP Long-Term Improvements (LTI)
Calaveras Dam Hypolimnetic Oxygenation System (HOS)
San Antonio Backup Pipeline (SABPL) Valve Redesign
San Antonio Pump Station Upgrades (optional)
SVCF Chemical Storage Improvements (optional)
Watershed Center Facility Additions

Project Name
Sunol Yard Admin Additions
Sunol Chemical Facilities Pump, PLC and Seismic Upgrades
SAPS Standby Power and Switchgear Upgrades and Battery Replacement
Castlewood Injection Facility Replacement
Town of Sunol Pump Station Upgrades
Technology Transfer

These projects are needed to address a number of items that are in need of repair and/or replacement (R&R) to ensure that these critical facilities continue to meet service goals and enhance reliability.

### 2.4.1 Background Documents

Various background documents are available and found in Appendix M. Below is a list of the pertinent documents, however additional background material is available upon request.

#### General SVWTP Project Documents:

1. SVWTP Ozonation Technical Memorandums, Stantec, 2019
2. SVWTP Ozonation Conceptual Engineering Report, CDM Smith, 2022
3. SVWTP Flocculant Aid Polymer System Conceptual Engineering Report, Stantec, 2019
4. WD-2897 SVWTP Ozonation, CDM Smith, July 2023
5. WD-2838 SVWTP Powder Activated Carbon, Stantec, 2018
6. WD-2582 SVWTP Expansion and Treated Water Reservoir, MWH /AGS / LEE, 2014
7. SVWTP MCC and Panelboard Replacement, SFPUC, 2010
8. Geotechnical Study - Sunol Valley Water Treatment Plant and Treated Water Reservoir, MWH /AGS/LEE, 2009
9. WD-2316R SVWTP Improvements Project Phase 1, MWH-AGS-Structus, 2000
10. WD-1510 Sunol Valley Water Filtration Plant Enlargement, B&C / Montgomery, 1973
11. WD-1150 San Antonio-Calaveras Water Filtration Plant, B&C / Montgomery, 1964
12. WD-2862 San Antonio Pump Station Motor Control Centers and Seismic Upgrades, SFPUC, Stantec, 2023
13. WD-2893 Sunol Valley Chemical Facility Improvements, SFPUC/SFPW, 2023

14. SVWTP Phase 3 Improvements Summary Tech Memo, Stantec, 2019
15. SVWTP Short Term Improvements Final CER, Kennedy/Jenks, 2023
16. SVWTP Phase 4 Improvements Summary TM, Stantec Consulting Services Inc., June, 2019, including TMs for individual tasks 1.1 thru 1.9 and 2.1 thru 3.2
17. WD-2037R Calaveras Pipeline Replacement, March 1991
18. WD-1220 78" Pipeline San Antonio – Calaveras Filter Plant to Alameda Siphon, August 1965
19. WD-2107 Sunol Valley Water Treatment Plant Improvements, Montgomery, November 19, 1991
20. WD-2858R Sunol Valley Water Treatment Plant Water Quality Modular Office, July 2020
21. Geotechnical Engineering Services Technical Memorandum - Chemical Pipe Trench - Sunol Valley Water Treatment Plant – Short Term Improvements, AGS, June 2023, AGS
22. Sunol Valley Water Treatment Plant Ozonation Final Geotechnical and Hazardous Material Investigation and Site Characterization Data Report, ENGO, December 2020
23. WD-1447 Additional Sludge Lagoons for Sunol Filtration Plant, August 1969

Calaveras HOS Documents:

24. Calaveras Reservoir Hypolimnetic Oxygenation System Evaluation Report, Stillwater Sciences, 2023
25. Calaveras Reservoir Hypolimnetic Oxygenation System Needs Assessment, Stillwater Sciences / Brown & Caldwell, 2023

General SLTI Documents:

26. WD-2794A – SLTI Sunol Yard Vol. 1 and 2, SFPUC, 2016
27. WD-2794B – SLTI Watershed Center Part 1 – 4, DPW, 2019
28. WD-2832 Sunol Nursery, SFPUC, 2017

# 3 Scope of Services

## 3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services Contractor to provide: planning and engineering design services for Sunol Valley facilities.

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

1. Architectural
2. Civil Engineering
3. Structural Engineering
4. Geotechnical Engineering
5. Mechanical Engineering
6. Treatment Process Engineering
7. Electrical Engineering
8. Instrumentation & Controls
9. Computer Aided Design & Building Information Modeling (BIM)
10. Specialized Drafting
11. Surveying and Mapping
12. Technical Writing and Editing Services
13. Other Specialized Services

The Contractor will work under the direction of the SFPUC Infrastructure Division – Engineering Management Bureau (EMB).

The SFPUC has developed a preliminary scope of work for the various Sunol Valley facility projects that it anticipates undertaking with Contractor support under the Agreement. However, the scope of services described for each project is not a complete listing of all services that SFPUC may require. The primary role of the Contractor will be to provide planning and engineering design services. The Contractor may perform engineering planning and/or design for a portion of a project or for an entire project. The SFPUC, in its sole discretion, may select the Contractor for all, portions, or none of the work described herein. SFPUC's EMB will determine the scope of work and schedule when it needs the Contractor to provide planning and engineering design services.

When requesting services for a specific project, SFPUC will provide the Contractor with current available project information. The Contractor will form a qualified team and provide a proposed detailed scope of work. Contractor will bear all costs associated with the development of the detailed scope of work. The SFPUC and Contractor will then negotiate a final task order with a

scope of work and a negotiated not-to-exceed fee and schedule pursuant to the terms of the Agreement.

Services may include preparation of Needs Assessment Reports (NAR), Alternative Analysis Reports (AAR), Design Criteria Reports (DCR), Conceptual Engineering Reports (CER), Detailed Design, Engineering Support During Construction, and other miscellaneous services such as environmental support and post-construction monitoring. An essential part of the Contractor work will be liaising with the City representatives and the City's design team.

The Contractor will work under the direction of the SFPUC to provide planning and engineering design services for Sunol Valley facility projects identified within the Water Enterprise Capital Improvement Programs (WE CIP). Some assignments may require SFPUC engineering staff to be integrated into the Contractor project team. The Contractor's work objective will be to perform planning and engineering design services applying all applicable codes and SFPUC procedures.

SFPUC anticipates the projects to pertain to water pump stations and water treatment facilities. The projects may include additions, improvements, repairs or retrofits of existing water pump stations and water treatment facilities and the associated process systems and electrical systems.

Desirable experience include expertise in: water treatment process design, the inspection and evaluation of existing water pump stations and water treatment facilities and their related systems, design of measures of address identified deficiencies, coordination with regulatory agencies to gain concurrence and approvals, and design for proper construction phasing in operating water pump stations and water treatment facilities.

The projects are located in Alameda County.

## **3.2 Contract Term and Schedule**

The Agreement will have a duration of 10 Years.

The SFPUC reserves the right to commence, close, reduce or extend Contractor's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional 1 year, for a total of 11 years (or 132 months).

## **3.3 Detailed Description of Tasks**

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

- A. Architectural:** Planning and design of water treatment facility building roofing systems and room remodeling including laboratories.
- B. Civil Engineering:** Planning, design, analysis and evaluation of road improvements and buried piping.
- C. Structural Engineering:** Design and analysis of facilities including concrete buildings, hydraulic structures, buried structures, equipment support and anchorage, including seismic upgrade and retrofit to the current codes and standards.
- D. Geotechnical Engineering:** Geotechnical engineering investigations (including but not limited to standard penetration tests, deep borings, and geophysical investigations using specialized equipment) to determine potential geologic/geotechnical hazards, foundation conditions, rock and soil properties. Recommend design pressures for static and seismic conditions; evaluate mitigation for geotechnical hazards.
- E. Mechanical Engineering:** Planning, design and analysis for water and chemical pumps, piping, valves and actuators, process instrumentation, engine-generators, HVAC, and clean agent fire suppression, for pumping and water treatment facilities. Development of piping and instrumentation diagrams
- F. Treatment Process Engineering:** Planning, design and analysis for water treatment processes including, but not limited to backwash & chemical storage and feed
- G. Electrical Engineering:** Planning, design and analysis for power distribution systems, grounding studies, arc-flash studies, SCADA, variable speed drives, engine-generators, instrumentation and control systems, lighting systems, and communications.
- H. Instrumentation & Controls:** Design, analysis, and evaluation of instrumentation and controls for water pump stations and water treatment plant processes. Development of piping and instrumentation diagrams.
- I. Computer Aided Design and BIM:** Design and presentation of discipline designs in 2D and 3D including the use of AutoCAD, Plant 3D, Revit, Navisworks and other Autodesk Suite CAD programs
- J. Specialized Drafting:** Design using Revit and Plant 3D to develop 3D models and 2D projections of the model. Design using BIM tools to capture equipment and device tagging and the relevant data.
- K. Surveying and Mapping:** Survey and determine location of existing utilities, including buried electrical conduits inside water facilities, and ensure that there is no interference with projects. Survey and determine location of existing utilities, including buried piping and electrical ducts and conduits inside water facilities, and ensure that there is no interference with projects. 3D LIDAR scanning and processing services to provide locationally and dimensionally correct information of exposed equipment, piping, panels, conduit, etc., within and outside structures.
- L. Technical Writing and Editing:** Develop technical reports and memoranda documenting: decision making, design criteria, technical specifications, construction workflow phasing, start-up & commissioning plans and others.
- M. Other Specialized Services:** The Contractor may be requested to perform services other than those specified in the tasks above, including: right-of-way and easement support services, technology transfer, training, staff augmentation, cost estimating including opinion of probable construction costs, but similar in nature to the general work described in this RFP.

SFPUC estimates the percentage of Consultant’s performance of engineering work by discipline as follows:

<b>Architectural</b> .....	2%
<b>Civil Engineering</b> .....	10%
<b>Structural Engineering</b> .....	11%
<b>Geotechnical Engineering</b> .....	3%
<b>Mechanical Engineering</b> .....	20%
<b>Treatment Process Engineering</b> .....	5%
<b>Electrical Engineering</b> .....	20%
<b>Instrumentation &amp; Controls</b> .....	15%
<b>Computer Aided Design and BIM</b> .....	4%
<b>Specialized Drafting</b> .....	4%
<b>Surveying and Mapping</b> .....	3%
<b>Technical Writing and Editing</b> .....	2%
<b>Other Specialized Services</b> .....	1%

For a detailed description of the scope of services expected, see Section 3.4 below. For detailed planning and engineering design work, refer to Section 3.6, General Obligations.

### **3.4 Detailed Description of Scope of Services**

Projects in the Agreement are:

**PROJECT NAME: SUNOL VALLEY WATER TREATMENT PLANT (SVWTP) LONG TERM IMPROVEMENTS (LTI)**  
**PROJECT DESCRIPTION**

The primary objective of the SVWTP Long Term Improvements project is to improve regional delivery reliability by addressing various conditions and deficiencies of the Sunol Valley Water Treatment Plant (SVWTP). Many of the upgrades were identified through condition assessments and operations staff observations, review of level of service, subsequent feasibility studies, and alternative analyses.

The SVWTP Long Term Improvements scope includes, but may not be limited to the following:

- Wash Water Tank Valve Electric Actuator & WWT Seismic Upgrades (or Replacement)
- Flowmeters for Chlorine Contact Tank Piping
- SVWTP Lab Remodel
- Basement/Tunnel Lighting and Controls
- Replace VFDs on Basins 1 through 4
- Road Widening at Chem Tank Area



- Washwater backwash flowmeter
- New roof for SVWTP Admin Building and HVAC Upgrades
- SVWTP Server Room Fire Suppression System
- Plant Intercom
- Plate Settler Washdown Piping
- Emergency Eyewash station installation at chlorine contact tank
- Repair bird netting deficiencies at Flocculation/Sedimentation Basins and filters and Install new bird netting for fluoride storage and chemical delivery dock
- Replace Main Switchboards 1 and 2, remove ATS-1, ATS-2 and ATS-3 and incorporate functionality into new switchgear and add redundant 2MW standby generator with active particulate air filters and incorporate Ozone facility.
- Replace all GE Power Circuit Breakers (not all are ARC flash rated)
- Install washwater pumps soft starter system
- Master plan

**Scope of work:** The Contractor is expected to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentals and control systems, mechanical design for fire suppression, piping, pump, and HVAC upgrades, and architectural design for Admin Building.

#### **3.4.1.1 PROJECT NAME: CALAVERAS DAM HYPOLIMNETIC OXYGENATION SYSTEM (HOS)**

##### **PROJECT DESCRIPTION**

This project will address taste, odor, and other issues associated with algal blooms in Calaveras Reservoir by repairing or replacing the current system to increase facility reliability.

The Calaveras Dam HOS scope includes, but may not be limited to the following:

- Assess the reservoir's hypolimnetic dissolved oxygen (DO)
- Repair or replace existing bubble plume type HOS

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during

environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include support services for in reservoir work, mechanical design support, and water quality analysis.

### **3.4.1.2 PROJECT NAME: SAN ANTONIO BACKUP PIPELINE (SABPL) VALVE REDESIGN**

#### **PROJECT DESCRIPTION**

Contractor's work will address the excess vibration and cavitation occurring through ball valve Y-28 along the 66-inch SABPL. Excess vibration and cavitation would occur when flow rates are less than 300 MGD. If left unaddressed, damage to the pipeline and a reduced service life of the ball valve is expected.

The SABPL Valve Redesign scope includes, but may not be limited to the following:

- Assessment of existing ball valve
- Replacement or relocation of existing valve to meet level of service
- Install additional throttling valves

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include utility location, potholing, geotechnical investigation, and hydraulic modeling, design upgrades of mechanical, electrical, instrumentation and control systems.

### **3.4.1.3 PROJECT NAME: SAN ANTONIO PUMP STATION UPGRADES (OPTIONAL)**

#### **PROJECT DESCRIPTION**

This project is critical to the operations of the entire Sunol Valley and will provide reliability to water delivery and reduce miscellaneous repairs and unscheduled outages.

The San Antonio Pump Station Upgrades scope includes, but may not be limited to the following:

- Convert two remaining diesel pumps to electric pumps
- Upgrade SAPS Substation and upsize the substation for future conversion of the diesel pumps to electric
- Upsize SAPS Substation to provide power to support six – 1,000 hp pumps operating simultaneously
- Replacement of substation switchgear including: CB52H, protective relays, disconnect switches
- Replacement of medium voltage substation transformer
- New accumulator system for pumps P-8, P-9, P-10

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control systems.

#### **3.4.1.4 PROJECT NAME: SVCF CHEMICAL STORAGE IMPROVEMENTS (OPTIONAL)**

##### **PROJECT DESCRIPTION**

This project will address seismic concerns for the chemical storage tanks and appurtenances at SVCF. These improvements are needed for the functionality of the facility. Without these improvements there can be leaks that compromise the facility, health and safety problems, as well as regulatory violations.

The SVCF Improvements scope includes, but may not be limited to the following:

- Seismically upgrade tank pedestals for 3 sodium hypochlorite and 1 sodium hydroxide storage tanks
- Replace chemical storage tanks
- Replace FRP grating within storage area
- Replace aging chemical piping and supports
- Install a new leak detection system for AS4 chemical injection vault

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control, and seismic design support.

#### **3.4.1.5 PROJECT NAME: WATERSHED CENTER FACILITY ADDITIONS**

##### **PROJECT DESCRIPTION**

This project will provide various upgrades and improvements at the Watershed Center and Sunol Nursery to address reliability and functionality concerns at the facilities.

The Watershed Center Facility Additions scope includes, but may not be limited to the following:

- Provide backup power system for Watershed Center and Nursery Area
- New overflow parking area (optional)
- Upgrades to Sunol Nursery Area, including new office space, shade structures, and permanent fencing (optional)
- Picnic area improvements to path and play structure (optional)
- Improvements to Watershed Cottage (optional)
- Conversion of temporary areas to permanent (optional)
- New exterior Muwekma exhibit (optional)
- New wheelchair lift (optional)
- Pond safety and security measures (optional)
- Public composting toilets on exterior (optional)
- Electric vehicle charging stations
- Temple Road improvements to pavement and adding sidewalks
- Watershed center shade structures (optional)

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control, architectural and specialty exhibit design, geotechnical, surveying, and civil pavement design support.

#### **3.4.1.6 PROJECT NAME: SUNOL YARD ADMIN ADDITIONS**

##### **PROJECT DESCRIPTION**

This project will provide various upgrades and improvements at the Sunol Yard to address reliability and functionality concerns at the facilities.

The Sunol Yard Admin Additions scope includes, but may not be limited to the following:

- Upgrade or replace backup power system and associated appurtenances at Sunol Yard
- Repair or upgrade truck wash systems at Sunol Yard
- Upgrade Temple Road Storage, Equipment, and Trailer Area (optional)
- Front gate and security improvements at Four Corners (optional)
- Replace existing perimeter fencing and gates (optional)
- New electrical vehicle charging stations
- New shop for operations crew in Sunol Yard (optional)
- Outdoor shade/meeting space at Administration Building (optional)
- New entry/exit door in Administration building (optional)
- New Watershed Cottage (optional)
- New storage space for IT

**Scope of work:** The Contractor is expected to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control, architectural, mechanical systems, geotechnical, surveying, and civil pavement design support.

#### **3.4.1.7 PROJECT NAME: SUNOL CHEMICAL FACILITIES PUMP, PLC, AND SEISMIC UPGRADES PROJECT DESCRIPTION**

This project will address reliability and maintenance issues with chemical pumps at the Alameda Siphons, address security concerns for the PLC at the Dechlorination Facility, and address maintenance and seismic concerns at the Chloramination Facility (SVCF).

The Sunol Chemical Facilities Pump, PLC, and Seismic Upgrades scope includes, but may not be limited to the following:

- Replace 16 chemical injection pumps at AS-1, AS-2, AS-3
- Upgrade existing PLC5 at the Dechlorination Facility
- Remove and replace tank pedestals for two fluoride tanks to meet seismic code at SVCF
- Replace fluoride tanks

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control and geotechnical seismic support.

#### **3.4.1.8 PROJECT NAME: SAPS STANDBY POWER & SWITCHGEAR UPGRADES AND BATTERY REPLACEMENT**

##### **PROJECT DESCRIPTION**

This project will address security and reliability issues at the San Antonio Pump Station standby power and switchgear. It will also address regular maintenance of the batteries at the SAPS facility.

The SAPS Standby Power and Switchgear Upgrades and Battery Replacement scope includes, but may not be limited to the following:

- Install new Human Machine Interface (HMI) and Programmable Logic Controllers (PLCs) for standby power and switchgear and integrate into SCADA
- Replace batteries at entire SAPS facility

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control.

#### **3.4.1.9 PROJECT NAME: CASTLEWOOD INJECTION FACILITY REPLACEMENT**

##### **PROJECT DESCRIPTION**

This project will address water quality and delivery reliability at the Castlewood Reservoir by replacing the existing chemical injection facility and electrical shed.

The Castlewood Injection Facility Replacement scope includes, but may not be limited to the following:

- Replace existing chemical injection facility
- Replace electrical room and SCADA area
- Evaluate locations for the new larger facility

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control, geotechnical investigation, topographic survey, and potholing.

#### **3.4.1.10 PROJECT NAME: TOWN OF SUNOL PUMP STATION UPGRADES**

##### **PROJECT DESCRIPTION**

This project will address water quality and delivery reliability at the Town of Sunol Pump Station by replacing the existing pumps, building, and instrumentation systems.

The Town of Sunol Pump Station Upgrades scope includes, but may not be limited to the following:

- Replace existing horizontal split case pumps
- Demolish and replace existing building and make watertight (optional)
- Relocate existing instrumentation and controls within building

**Scope of work:** SFPUC may task Contractor to provide support for a City design team leading the following anticipated tasks: review existing background documents, produce planning documents (NAR, AAR, CER), produce detailed design documents, and provide support during environmental review, bid & award, and engineering support during construction, as directed by the SFPUC.

Potential work elements may include design upgrades of electrical, instrumentation and control, geotechnical investigation, topographic survey, and potholing.

#### **3.4.1.11 PROJECT NAME: TECHNOLOGY TRANSFER**

##### **PROJECT DESCRIPTION**



SFPUC may task Contractor to 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 the City, potential training topics may include but are not limited to the following: treatment technologies, facility operation and start-up, BIM, and/or lessons learned.

Scope of work: SFPUC may task Contractor to provide Services including preparing, coordinating, and providing training sessions, both in the field and in the office. These training sessions (field visits and in-office seminars) shall be independent of the other workshops held for this project and other services provided for other tasks. Parts of the documents developed under other tasks can be used as some of the training material. Training sessions will take place in a location as designated by the City.

### 3.5 City Staff Responsibilities

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

- 1) **Infrastructure Division's Director of Water Capital Programs** is responsible for the overall delivery of the CIP program and ensuring that its projects help achieve the LOS goals for the SFPUC.
- 2) **Project Manager (PM)** has overall project responsibility and is accountable for project execution, including the project work scope, schedule, and budget. The PM is the SFPUC's representative and spokesperson for the project and is also responsible for overall project communication and coordination.
- 3) **Project Engineer (PE)** is responsible to the PM for implementation of the Planning and Design Phases of work. The PE will manage the design efforts of SFPUC staff and Contractor.
- 4) **Project Construction Manager (PCM)** is responsible to the PM for implementation of the construction phase of work. The PCM will manage the construction management efforts of SFPUC staff and Contractor.
- 5) **Water Enterprise Liaison(s)** are assigned to the project at the start of the project and will provide criteria and input from divisions and bureaus of the enterprises to the design team.
- 6) **BEM Environmental Manager** provides Constraints and Opportunities Analyses for the Alternative Analysis Report (AAR) and Conceptual Engineering Report (CER), and specialized environmental competency to assist the PM in obtaining California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) and resource agency project compliance. The Bureau of Environmental Management (BEM) Environmental Manager will have overall project responsibility for leading the efforts for CEQA documentation and CEQA/ permitting approvals for the project.

## 3.6 The General Obligations

This section applies in full when the SFPUC assigns the Contractor to provide “standard engineering design” (i.e., Contractor assumes lead designer role) and it applies as appropriate when SFPUC requires Contractor to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Contractor as part of the Project must be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI) 2020 MasterFormat. All work shall conform to SFPUC Infrastructure Division Procedures. The Contractor shall submit all deliverables 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.

Contractor team members, whether acting as the lead designer or not, must coordinate with the City Project Engineer and City and contractor design team to produce a coordinated package.

Drawings and 3D models must be in AutoCAD 2020, AutoCAD Civil 3D 2020, and REVIT 2022. SFPUC will provide the title block. Specifications shall follow CSI 2020 or latest approved version. AutoCAD, REVIT, and CSI versions may be updated anytime during the design and construction period.

Based on the overall CEQA evaluation (performed by others), Contractor must 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 Contractor provides interim submittals for review at Needs Assessment, Alternative Analysis Report, Conceptual Engineering Report, 35% Design, 65% Design, 95% Design and 100% Design, Contractor must submit red-lined copy showing checker comments as proof of QA/QC adherence. Digital copies must include required drawings in AutoCAD, REVIT, Navisworks, and Adobe Acrobat PDF format and required specifications and reports in MS Word and Adobe Acrobat PDF formats. Cost estimates shall be submitted in both MS Excel and PDF formats and construction schedules in both Primavera and PDF formats. All final reports and technical memorandums shall be stamped and signed by the engineer-of-record.

The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC. All submittals shall be prepared according to the SFPUC Infrastructure Procedures.

SFPUC staff will review Contractor’s work product with possible consultation from a Technical Advisory Panel comprised of independent experts and/or Contractors.

A. Needs Assessment Report (NAR)

Documents prepared by Contractor shall include the following:

- Preliminary performance standards/criteria
- Draft Needs Definition (includes identification of problem(s)/issue(s) to be resolved by the capital project)
- Preliminary or Updated Facility Condition Assessment
- Review of data collected/studies performed
- Identification of data gaps and recommendations for studies and/or investigations to fill the data gaps (e.g., geotechnical, geologic, seismic, hydrology, hydraulics, others)
- List of reference documents/drawings
- A discussion of ideas, potential solutions, and preliminary screening
- Further details on alternatives surviving preliminary screening
- Estimated cost and schedule for each surviving alternative
- Points of contact

B. Alternatives Analysis Report (AAR)

Contractor shall prepare documents addressing the following issues, as applicable for each project:

- Condition of existing related assets
- Operating Philosophy
- Performance criteria
- Permitting Issues
- Alternative Descriptions
- Water Quality/Water Treatment Issues
- Hydrology/Hydraulic Issues
- Environmental Issues
- Legal Issues
- Geotechnical/geologic Issues
- Static and seismic stress analyses/criteria
- Seismic conditions/criteria
- Right of Way
- Utility and Other Agency(ies) Coordination
- Instrumentation and monitoring criteria

- Cost, an AACE Class 5 construction cost estimate, and Schedule
- Alternatives Evaluation

C. Conceptual Engineering Report (CER - 10% Design)

Contractor shall prepare documents addressing the following topics:

- Project scope definition
- Updated performance standards/criteria
- Practical and technical approaches to fulfill project objectives
- As-built information, site plans and preliminary alignment (plans)
- Critical constraints for recommended option
- Comprehensive hydraulic analysis
- Updated static and seismic stability, stress and deformation analyses, as applicable
- Process operating descriptions and O&M control strategies
- CFD modeling, if required
- Facility process flow diagram
- Construction sequencing
- Construction analysis and technical memorandum with construction schedule
- Preliminary risk register with recommendations for risk mitigation, as applicable
- Summary of design approach
- Drawing list, work plan, construction schedule, and an AACE Class 4 construction cost estimate.
- Process Flow Diagrams for the systems including proposed changes

D. 35% Design

Contractor shall prepare documents including the following information:

- Definition of the facility sufficient to identify all major elements required, and the verification of feasibility of the design; and a list of permit requirements
- Definition of construction contract packaging
- Identifying potholing required to confirm existing facilities and utility search/confirmation, if needed
- Identification of transportation routes and materials handling, staging areas.
- Preliminary new structure elevations and section (s) of the elements being designed; excavation and excavation/shoring support methods if required; methods of

groundwater control if required, handling, and treatment; identification of any road and/or utility relocations

- Design criteria coordinated by the SFPUC
- Summary of design approach, and identification of design issues; outline of specifications
- Drawings, in conformance with SFPUC standards, a construction schedule; and an AACE Class 3 construction cost estimate. SFPUC will use the 35% construction cost estimate as a baseline estimate for monitoring design development impacts to construction cost
- Updated constructability analysis and technical memorandum with construction schedule
- Updated risk register with recommendations for risk mitigation, as applicable
- Vendor List identifying first and second name manufacturers for all major equipment
- Process Control Narrative for all major equipment
- Piping and Instrumentation Diagrams (P&IDs) for all systems per SFPUC standard symbols and tagging

#### E. 65% Design

Contractor shall prepare documents including the following information:

- Documents shall incorporate SFPUC and project team comments from 35% submittal;
- Integrate drawings and specifications with those produced by SFPUC design team, including appropriate drawing numbers, match lines, and cross referencing on all drawings
- A preliminary list of pre-purchased materials and equipment, if applicable
- Identification of permitting requirements for construction activities
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions
- An AACE Class 2 construction cost estimate and construction schedule
- Updated constructability analysis and technical memorandum with construction schedule
- Updated risk registers with recommendations for risk mitigation, as applicable
- Start-up and Testing Plans for all major equipment

#### F. 95% Design

Contractor shall prepare documents including the following information:

- 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
- An AACE Class 1 construction cost estimate and construction schedule

- Completion of construction documents and packages for integration with contract plans/drawings and specifications produced by the SFPUC Design Team, in addition to assisting the SFPUC staff in preparation of Division 0 and 1 if required. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC contract preparation staff
- Updated constructability analysis and technical memorandum with construction schedule
- Updated risk registers with recommendations for risk mitigation, as applicable
- Start-up and Testing Plans for all major equipment

#### G. 100% Design

Contractor shall prepare 100% design documents meeting the following criteria:

- Finalized, signed and wet stamped plans and specifications including all comments generated by SFPUC contract preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit
- An AACE Class 1 construction cost estimate, together with a construction schedule, including critical path activities
- All final signed and wet stamped analysis results, design calculations and design reports including geotechnical reports, hydraulic analyses, surveys and other submittals as described within the scope of services
- Updated risk registers with recommendations for risk mitigation, as applicable
- Submit all necessary permit applications supporting documents to SFPUC for review and acceptance prior to sending to the appropriate agency as required
- Start-up and Testing Plans for all major equipment
- Operation and Maintenance Plans

Contractor's final submittal must include digital copy of the drawings in AutoCAD, Civil 3D, Plant 3D and/or Revit and Navisworks as agreed appropriate and all other remaining documents, and final specifications in searchable PDF format. For 3D projects, one (1) digital copy of the CAD project files containing the 3D models, 2D projections, databases and related files in each format used. These files shall be saved with all the necessary files and the correct file structure for future modifications.

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

The Contractor must stamp all drawings and specifications it prepares under the Agreement.

#### H. Engineering Support during Environmental and Permitting

Provide engineering support services during the Environmental Phase of the aforementioned projects, including attending site visits and/or meetings, responding to questions as directed by SFPUC, providing written responses to environmental team inquiries, and reviewing environmental deliverables.

I. Engineering Support during Bid & Award Phase

Provide engineering support services during the bidding period, including attending pre-bid conference, providing written responses to bidder's questions on bid documents (QBD), preparing addenda to contract documents, and assisting SFPUC in the analysis and evaluation of bids.

J. Engineering Support during Construction and Close Out Phase

Provide engineering support during construction and close-out for the aforementioned projects, in a timely manner per SFPUC Infrastructure procedures, including: (1) Review and respond to Contractor's Submittals, Requests for Substitution (RFS) and Requests for Information (RFI); preparing the scope of Proposed Change Orders (PCO) and provide technical support with analysis of Contractor's Change Order Requests (COR); (2) Attend coordination meetings at construction site; (3) Provide assistance during testing, startup and commissioning; and (4) Provide as-built drawing services in coordination with the Contractor; (5) For 3D design, provide Lidar scanning of facilities at specified construction hold points to capture the new work and provide a basis for creating accurate 3D model as-builts, update the 2D projections from the 3D models. (6) Provide BIM as-building services, in coordination with the Contractor, for capturing the data for new equipment and devices in the project database and report spreadsheets as applicable.

K. Office Location

The Prime Proposer or JV Partners must have a fully functioning office located within 60 miles from the SFPUC Headquarters in San Francisco prior to the first Notice to Proceed (NTP). The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

L. Key/Lead Team Member Substitutions

The proposed substitution of any Key/Lead Team Members identified to perform services will be subject to the following rule in addition to other applicable requirements set forth in the Agreement. Application of the following rule presumes that the City determines that the



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

**Rule:** If the existing/outgoing Key/Lead Team Member ("Outgoing Key/Lead Team Member"), after leaving that key/lead position, will remain employed by or associated with the same firm, then the Outgoing Key/Lead Team Member must continue to work on the project in collaboration with the Substitute Key/Lead Team Member for a two-month transition period.

During this two-month transition period, Contractor shall ensure that the Outgoing Key/Lead Team Member devotes sufficient time to the transition to facilitate a smooth and seamless hand-off of responsibilities and duties to the Substitute Key/Lead Team Member. Contractor shall not bill the Outgoing Key/Lead Team Member's time associated with such transition duties during the two-month transition period to the City; Contractor shall absorb all such costs. Contractor's failure to provide transition services as described above shall constitute a material breach of this Agreement.

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

#### M. Key/Lead Team Members Obligations

All Key/Lead Team Members must be able to spend 20% of their time on this contract.

## 4 Minimum Qualifications

Only Proposers that possess the minimum qualifications set forth below are eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate possession of the specified minimum qualifications. The SFPUC may reject proposals from Proposers that do not clearly demonstrate possession of the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers that fail to meet any minimum qualification requirement(s) prior to rejecting a proposal..

### 4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

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

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

- A minimum of fifteen (15) years in business performing planning and engineering design for water or wastewater treatment plant projects (at least 50 MGD).

**AND**

- Demonstrated experience (as a Prime Proposer or Lead JV Partner) as the lead designer of at least two (2) design-completed projects in the last fifteen (15) years for water or wastewater treatment plant projects (at least 50 MGD)

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

- A minimum of ten (10) years in business performing planning and engineering design for water or wastewater treatment plant projects (at least 50 MGD);

**AND**

- Demonstrated experience (as a Prime Proposer or Lead JV Partner or Non-Leading JV Partner) as the lead designer of at least one (1) design-completed project for water or wastewater treatment plant projects (at least 20 MGD)

## 4.2 Subcontractor Qualifications

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

- Subcontractor must have been in business a minimum of five (5) years performing one of the technical fields required under the scope of services (e.g., structural, civil, mechanical, process, electrical, surveying, cost estimating, scheduling and others, as described in Section 3.3); **OR**
- Subcontractor must (i) have been in business a minimum of two (2) years performing one of the technical fields required under the scope of services (e.g., civil engineering, pipeline engineering, mechanical engineering, electrical engineering and others, as described in Section 3.3); AND (ii) have a principal or partner, who is responsible for making significant administrative and business decisions on behalf of the firm, with at least ten (10) years professional design experience in that field. The principal or partner's ten (10) years of experience will satisfy this requirement only if: (i) the proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of the proposer's and subcontractor's performance under this Agreement based on the individual's present management/supervisory role with the subcontractor firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (ii) the individual has been employed by or associated with (i.e., as an owner or partner) the subcontractor firm for a period of at least one (1) year prior to the due date for submittal of proposals. The two-year "in business" and the ten-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other.

The SFPUC does not require non-technical Subcontractors (e.g., reprographics) to meet the Subcontractor qualifications set forth above.

## 4.3 Key/Lead Team Member Qualifications

### 1. Project Key Team Members

Project Key Team Members can serve multiple roles if they possess the required qualifications.

- A. To qualify as the **Contract Manager** for this Agreement, an individual, who can spend at least 20% of their time on this contract, must possess the following:

- A minimum of ten (10) years of experience in project management, planning, engineering design, and engineering construction support of water or wastewater treatment plants;
  - Experience in at least three (3) verifiable water or wastewater treatment projects; and
  - Must be an employee of Prime or Lead JV Partner.
- B. To qualify as the **LTI Project Manager** for this Agreement, an individual, who can spend at least 20% of their time on the contract, must possess the following:
- A minimum of ten (10) years' experience as licensed engineer in his/her discipline.
  - Demonstrated experience in the engineering design of two (2) water or wastewater projects within the last fifteen (15) years, each with a minimum design capacity of 20 MGD; and
  - California registration in his/her technical discipline.

## **2. Project Lead Team Members**

To qualify as Project Lead Team Members, individuals, who can spend at least 20% of their time on this contract, must possess the following:

- A. To qualify as the **Discipline Lead for Architecture** for this Agreement, an individual must possess the following:
- A minimum of ten (10) years' experience as a licensed architect
  - Demonstrated experience in the preparation of planning level documents and detailed design drawings and specifications; and
  - Licensed as an Architect in the State of California
- B. To qualify as the **Discipline Lead for Civil Engineering, Structural Engineering, Mechanical Engineering, Treatment Process Engineering, and Electrical Engineering**, for this Agreement, an individual must possess the following:
- A minimum of ten (10) years' experience as a licensed engineer in the applicable discipline.
  - Demonstrated experience as a lead engineering designer in the applicable field of at least one (1) water or wastewater project within the last ten (10) years; and
  - Licensed as a Professional Engineer in the State of California in the applicable discipline;

- For Civil Engineering and Structural Engineering Leads: Licensed as Professional Civil Engineer and Structural Engineer, respectively, in the State of California at time of proposal submittal.
- For Electrical Engineering, Mechanical Engineering and Treatment Process Engineering Leads: Licensed as Professional Engineer in the State of California at time of award.

C. To qualify as the **Discipline Lead for Instrumentation & Controls** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' experience as a licensed engineer in the applicable discipline.
- Demonstrated experience as an instrumentation & control design lead of at least one (1) water or wastewater project within the last ten (10) years; and
- Licensed as a Professional Engineer in the State of California as an Electrical Engineer or Control System Engineer

All Key/Lead Team Members must provide letters of commitment as outlined in Section 5.2.6 (Team Members).

# 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](mailto:sfbid@sfwater.org).

## 5.2 Proposal Requirements and Format

The online response form within SFBid (“Proposal Response Form”) contains proposal response requirements, which are also listed below. Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers shall not use the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following information:

### 5.2.1 Contact Information and Commitments

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

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

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-606) (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to acknowledge and respect all SFPUC Policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco.
- Proposer warrants its proposal contains only truthful and accurate information;
- If submitting a voluntary SIP Proposal, Proposer agrees to keep its Social Impact Commitments offer (as specified in its SIP Proposal) open for the SFPUC’s acceptance until such time as the Agreement is finally awarded and approved as required by law unless the SFPUC rejects all proposals before award;

- If submitting a voluntary SIP Proposal, Proposer has read the SIP Rules and Regulations and agrees to fully comply with the terms and conditions of the SIP.

### 5.2.2 Executive Summary

Proposer must provide an executive summary that:

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

### 5.2.3 Qualifications Summary

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

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

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

Proposer may not use, nor may the selection panel consider, Proposer's prior work on Sunol Valley facilities or related planning studies to establish its experience or qualifications in the competitive process.

### 5.2.4 Reference Projects

Provide a description of the four most recent projects previously managed by the Prime Proposer or Lead JV Partner AND two most recent projects previously managed by the Non-lead JV partner within the last 15 years, which must be of the type and scope of services specified in this RFP. All reference projects must demonstrate the following: planning and engineering design as a Lead Designer (new, upgrade, or expansion) on water or wastewater treatment plant projects.

For Prime Proposers and Lead JV Partners, **at least two (2)** projects should demonstrate experience in a lead role (as a Prime Proposer or Lead JV Partner) performing planning and engineering design as a Lead Designer (new, upgrade, or expansion) on water or wastewater treatment plant projects, each with a minimum design capacity of 50 MGD.



For Non-Lead JV Partners, at least **one (1)** project must demonstrate experience in a lead role (as a Prime Proposer, Lead JV, or Non-Lead JV Partner) performing planning and engineering design (new, upgrade, or expansion) on water or wastewater treatment plant projects with a minimum design capacity of 20 MGD.

A Proposer may not selectively choose reference projects. Rather, the Proposer must submit project descriptions for the most recent projects on which Proposer performed services that are similar to the services requested in this RFP. Failure to submit the most recent, similar scope projects may result in the SFPUC making a non-responsive determination and/or result in the loss of points.

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

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the Contractor performed design services;
- Total project construction cost;
- Project (Prime (or JV Partners) consulting fee received to date
- Project (Prime (or JV Partners) total anticipated consulting fee
- Proposer's role and responsibilities on 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, point of contact, and contact info.

### **5.2.5 Work Approach**

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

- Provide a narrative detailing the Proposer's approach for prioritizing, planning, design and construction packaging of the SVWTP Long Term Improvement, Sunol Yard Admin Additions, and Watershed Center Facility Additions scopes. Describe how the Proposer's approach will provide SFPUC with flexibility in accelerating and constructing scope items.
- Describe the top three project risks and how Contractor can help SFPUC mitigate those risks.

### 5.2.6 Team Members

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

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.3 of the RFP. Discuss team members' background and experience that demonstrate capabilities to perform the work successfully. Proposer must clearly demonstrate that all Key/Lead Team Members meet all the minimum qualification requirements outlined in Section 4.3.

Upload resumes where indicated in the Proposal Response Form for each Key/Lead Team Member and any other critical team members so that the Selection Panel can evaluate the capabilities of each team member to fulfill their respective project roles and complete the scope of services successfully.

In addition, upload a letter of commitment from each Key/Lead Team Member identified in the proposal as instructed in the Proposal Response Form. Each letter of commitment shall be signed by the applicable individual and dated within five (5) business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, he or she intends to work on the Sunol Valley Facilities Improvements Agreement at the percentage of work time specified in Section 4.3 for the duration of the Agreement. In the absence of a letter of commitment from an identified Key/Lead Team Member, the City may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

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

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

### 5.2.7 Team Organization Chart

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

### 5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix L of the RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form.

All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

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

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

### 5.2.9 Overhead and Profit Schedule

SFPUC will compensate Contract based on: (1) labor-related costs by hourly billing rates for hours worked, and (2) separately billed direct reimbursable expenses (ODCs).

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

#### A. Applicable Rates/Tasks

All Proposals must provide 2025 billing rates. The Contractor will only be allowed to escalate its 2025 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, SFPUC will calculate an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") as a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate is \$270/hour.**

The SFPUC, in its sole discretion, may reject any proposal that does not comply with the OPS requirements.

Proposers must include all costs to manage and administer the services under the Agreement in each firm's OPR, or "multiplier." Only individuals who are assigned to the proposal or have been approved by the SFPUC Contract 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.

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 Subcontractor 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 subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal EOPR. The EOPR will also apply to all amendments to the Agreement.

The SFPUC may require the Proposer to provide certified payroll records documenting the actual salaries of all individuals who will be added to the Project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. Contractor must provide individuals listed in the OPS, and for whom résumés and qualifications have been submitted as part of the proposal, to perform services under the Contract.

Markups shall not exceed 5% of Subcontractors' actual labor costs. Contractor and Subcontractors may not include any Markups on ODCs or materials.

Hourly billing rates shall consist of 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. The maximum billing rate is \$270/hour for all proposed staff and substituted, new, or added staff during the duration of the Agreement. This will also apply to all amendments to the Agreement.

#### **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 Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by the SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
  - Rental vehicle or car share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
  - Personal vehicle use: The SFPUC will pay Contractor on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the City an approved mileage log and expense report with its monthly invoices.
  - Project vehicle rental/lease cost, gasoline, tolls and parking. The Contractor must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.
- Geotechnical/environmental borings and testing;
- Site and utility survey and potholing;
- Hazardous materials survey and testing;
- 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;

- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

Only the ODCs listed will be eligible for reimbursement; all other costs, such as those listed below, should be included in the Proposer's EOPR if Proposer desires compensation from SFPUC for them. Such other costs 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 Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Routine travel from Contractor's home office to SFPUC facilities or to Moccasin;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

### **5.2.10 Diversity, Equity, and Inclusion Submittal**

Proposers may submit as a part of their Proposals a copy of the company's Diversity Equity and Inclusion (DEI) plan or Racial Equity Plan (REP). Submission of a DEI or REP plan is voluntary. If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see paragraph 6.2 Overall Evaluation Process). This management plan is a part of a company's strategy to build and to foster diversity and create an inclusive, equitable, and sustainable culture and work environment.

Proposers must submit a Diversity, Equity, and Inclusion submittal, if any, by uploading a PDF copy in SFBid proposal response form.

### **5.2.11 The SFPUC Social Impact Partnership (SIP) Program**

#### **5.2.11.1 Generally**

Consistent with the SFPUC Commission's [Environmental Justice](#), [Community Benefits](#) and [Racial Justice](#) Policies, the SFPUC encourages Proposers to join the SFPUC in delivering concrete, positive benefits to communities served and/or impacted by SFPUC projects, operations, or contracts by voluntarily participating in the SFPUC SIP Program. Information on the SIP Program can be found at <https://www.sfpuc.gov/construction-contracts/contract-opportunities->

[payments/social-impact-partnership-program.](#)

Proposers interested in participating in the SIP Program must follow the instructions of this Section 5.2.11 and the SFPUC [SIP Program Rules and Regulations](#). All capitalized terms in this section are as defined in the SIP Rules and Regulations.

This RFP (Solicitation) is for a Covered Contract under the SIP Program. A Proposer that wishes to participate in the program must submit a SIP Proposal with its technical proposal. A Proposer with a compliant SIP Proposal is eligible for a bonus in the competitive evaluation.

The SIP Program is one component of the competitive process for Covered Contracts and may, or may not, be a deciding factor in determining the successful Contractor. The SFPUC will consider each SIP Program Commitment Proposal (SIP Proposal) as a factor separate from and in addition to other qualitative or quantitative scoring criteria for the Covered Contract. Following a competitive process, the SFPUC may or may not award a Covered Contract and reserves the right in all solicitations to reject any or all proposals.

Where, and if, there are any conflicts or discrepancies between the language in this section, the SIP Proposal, and the SIP Rules and Regulations, the SIP Rules and Regulations shall prevail as the final understanding and agreement between the Proposer and the SFPUC.

#### **5.2.11.2 SIP Proposals and Proposed Commitments**

To participate in the SIP Program, a Proposer must submit a SIP Proposal in response to this Solicitation.. Proposers should provide a SIP Proposal **on the SIP Proposal Response Form, located in Appendix K**. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

SIP Proposals must be submitted utilizing the **SIP Proposal Form, provided in Appendix K**. The SFPUC may deem any SIP Proposal not meeting this requirement non-responsive.

A SIP Proposal may include one or more proposed commitments (Proposed Commitment). For each Proposed Commitment, Proposer shall identify:

- A. Proposed Commitment Type and Amount,
- B. Program Area(s),
- C. Geographic Area(s),
- D. Contractor's Key SIP Program Personnel,
- E. Social Impact Work Experience,
- F. Reasoning or Values Alignment to Selected Program Area(s),
- G. SIP Work Approach, and
- H. Systems, Processes and Documentation

#### **A. Proposed Commitment Type and Amount**



Proposed Commitments for participation in the SIP Program must be in the form of:

1. Direct Financial Contributions that Proposer will pay directly to a Beneficiary; and/or
2. Volunteer Hours that Proposer will provide to support a Beneficiary.

The amount of a Proposed Commitment must be delivered as direct services and programming in support of a Program Area (see Section 5.2.11.2(B) below) where key performance indicators and outcomes can be reported, not toward a Beneficiary's general operating or overhead costs, fundraising events, or other non-program-based expenses. Proposed Commitments shall not include Contractor's costs associated with participation in the SIP Program, such as administrative costs, employee time, SIP Program reporting requirements, costs to deliver the Proposed Commitment, or cost of travel to/from Commitment locations. All such costs shall be borne by the Contractor at no cost to the SFPUC.

The Contractor's funding or performance of its Proposed Commitment may not be conditioned upon, tied to, or dependent on receipt of any funds from the SFPUC for the Covered Contract, including amounts held by the City in retention.

Proposers shall not include any language conditioning the delivery of their Proposed Commitments in any way. Proposed Commitments must be clear, unambiguous, and leave no room for interpretation or require any future changes, modifications, reconsideration, or reevaluation. If Proposer's SIP Proposal includes language conditioning the delivery of Contractor's Social Impact Commitments in any way, the SFPUC will deem the SIP Proposal non-responsive.

## **B. Program Area(s)**

A Proposed Commitment must be performed in one or more of the following Program Area(s):

1. **Job Exposure, Training, and Internships:** Focused on building a diverse and skilled pool of workers for the twenty-first century, and may include local recruitment, case management, barrier removal, soft skills training, technical skills training via California State-approved apprenticeship programs and community-based organizations, or building the worker pipeline to meet State and City-mandated workforce and contracting requirements.
2. **Small Business Support:** Focused on the support of small local businesses in the communities adjacent to the project, and may include training, mentoring, technical assistance, or business development, especially in the construction and professional service industries.
3. **Public Education:** Focused on strategies that promote science and engineering education and educational advancement for local disadvantaged communities through partnerships with local educational nonprofits and public schools that take

into consideration the priorities of the local public school district.

4. **Environment and Community Health:** Focused on strategies to address environmental justice disparities, improve health outcomes in the community, nurture environmental stewardship, and support the continued presence and well-being of long-term residents and businesses in local communities.

### **C. Geographic Area(s)**

A Proposed Commitment must be performed in Alameda County, an area that has been or will be impacted by the SFPUC's projects, operations, and/or work associated with this Covered Contract solicitation.

### **D. Proposer's Key SIP Program Personnel**

The Proposer must identify its key SIP Program personnel. The key personnel shall include a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the Social Impact Commitments, provide oversight, and ensure that the Contractor delivers that proposed Social Impact Commitments in a transparent and accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all Social Impact Commitments.

### **E. Social Impact Work Experience**

A proposal must describe the Proposer's documented history and/or experience with social impact/community benefits work, including the Proposer's current community involvement and existing community relationships/partnerships related to the Geographic Area and communities associated with the Project. If a Proposer does not have documented history or experience with social impact/community benefits work, the Proposer may alternatively describe how its culture supports the importance and impact of the Proposer delivering SIP Commitments through this Project. If a Proposer has previously been awarded SFPUC contracts that have included the SIP Program, the Proposer must describe its level of success in satisfying its SIP obligations as reflected on the SFPUC public [dashboard](#) or a more current progress update for active contracts.

**F. Reasoning or Values Alignment to Selected Program Area(s).** Excellent proposals will describe the Proposer's reasoning or values alignment that inspired the Proposer to select the Program Area(s) under which it has proposed Social Impact Commitments for this Project. Proposals will further expand on Contractor's own mission and values, and Proposer's alignment to the SFPUC Commission's adopted policies including the [Environmental Justice](#) (to prevent and mitigate harm), [Community Benefits](#) (to promote positive impacts), and [Racial Justice](#) (to address systemic racism) policies and resolutions.

### **G. SIP Work Approach**

Excellent proposals will describe the Proposer's approach, including how the community(ies) impacted by the Project will be engaged to determine the most appropriate use of Proposer's

Social Impact Commitments, how those community(ies) will be selected, and how maximum accountability to the impacted community(ies) will be ensured, consistent with the SFPUC's Environmental Justice, Community Benefits, and Racial Justice policies and resolutions.

#### **H. Systems, Processes and Documentation**

Excellent proposals will describe the systems, processes, and substantiating documentation (see 5.2.11.3 Section F for examples) that the Proposer has or will put in place that will allow the Proposer to accurately track and publicly report on the commitments, data, and unique key performance indicators associated with Proposer's commitments.

### **5.2.11.3 Covered Contract SIP Program Requirements**

#### **A. Social Impact Commitments**

A Covered Contract shall incorporate the Contractor's Proposed Commitments from its SIP Proposal as Social Impact Commitments, and the Contractor shall be obligated to perform the Commitments during the term of the Covered Contract.

The Contractor's obligation to perform a Social Impact Commitment is separate from, and in addition to, any other regulatory or legal requirements under the Covered Contract, including but not limited to, the requirements of the LBE Program, Local Hire, First Source Hiring, Project Labor Agreement, or any other requirements of the City or other regulatory entity.

The Contractor's provision of Social Impact Commitments does not entitle it to additional work beyond that specified within the Covered Contract.

The Contractor shall indemnify and defend the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may arise from the performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract, the SIP Rules and Regulations, or San Francisco Administrative Code Chapter 21F.

#### **B. Subcontractors**

Subcontractors may participate in the delivery of Social Impact Commitments. The Contractor, however, shall remain solely responsible for the performance of such Commitments. The Contractor may not condition a subcontract on participation in the SIP Program and cannot pass through the contractual obligation (or the cost) to perform Social Impact Commitments to a subcontractor, subContractor, or vendor.

The Contractor may retain entities or individuals to assist in implementing its Social Impact Commitments so long as any cost incurred to pay those entities or individuals is not charged or otherwise passed through to the SFPUC.

**C. Term of Commitment Delivery and Completion**

The Contractor's Social Impact Commitments must be fulfilled during the term of the Covered Contract, or during the term specified in the Covered Contract for the delivery of Commitments. Actions taken by the Contractor before the term of the Covered Contract begins or after it ends may not count towards the fulfillment of the Social Impact Commitments for that contract.

When the Contractor has demonstrated and the SFPUC has confirmed completion of each Social Impact Commitment, all SIP Program requirements under these Rules and Regulations and the SIP provisions of the Covered Contract shall be deemed satisfied. If Social Impact Commitments have been fulfilled and all of the required reporting and documentation has been submitted, the Contractor may request a closeout letter from the SFPUC. A closeout letter shall not excuse performance of additional Social Impact Commitments if the Covered Contract is increased as provided under Rule 4.4 of the SIP Rules and Regulations regarding Modifications.

**D. Modifications: Contract Increases**

When a SFPUC Covered Contract modification results in an increase of 10% or more of the original Covered Contract amount, the Contractor shall propose a proportional increase to its Social Impact Commitment(s) for the Covered Contract. Such increase shall be proportional to the increase in contract amount under the modification and shall not increase costs to the SFPUC. Approval of any such modification will be contingent on confirmation by the SFPUC that the Social Impact Commitment value is proportionate. The Contractor shall be obligated to deliver the proportionally increased Social Impact Commitment(s).

**E. SIP Work Plans**

Unless otherwise specified in the solicitation or Covered Contract, the Contractor must submit a proposed SIP Work Plan within 60 days of issuance of a **Notice of Contract Award**. The SFPUC and the Contractor will then meet and confer on the proposed SIP Work Plan and the SIP Program requirements. The SFPUC will use the final SIP Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

A SIP Work Plan shall include the following detailed information:

**1. Social Impact Commitment Information**

The Contractor shall identify the Commitment type and amount, the Beneficiary (see Rules 1.0 and 2.3), and the Program Area for each Social Impact Commitment and confirm that Contractor will perform its SIP obligations in the designated Geographic Area(s).

**2. Performance Benchmark Information**

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Work Plan benchmarks shall detail how the Contractor plans to be on track with Commitment delivery at 25%, 50%, 75%, and 100% of Covered Contract completion (defined as being within 10% of the progress and completion of the underlying contractual term).

### **3. Beneficiary Information**

In its SIP Work Plan (and not in its SIP Proposal), the Contractor shall identify Beneficiary(ies) for each Social Impact Commitment by name and address.

Contractors must independently verify the following information about each Beneficiary:

- Eligibility: (1) Confirmation of current 501(c)3 status by requesting a link to the organization's profile on the State Registry of Charitable Trusts and verifying that registry status is "current" or by receiving a copy of official State documentation providing current nonprofit status; or (2) confirmation of a public school through the California Department of Education website:  
<https://www.cde.ca.gov/schooldirectory>.
- Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
- Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subContractor or any respective officer or employee or Relative of an officer or employee.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28.

A Beneficiary must be independent of the Contractor and its subContractor (at any tier) and their respective officers and employees. No Contractor or subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

The SIP Work Plan shall obligate the Contractor to enter into memoranda of understanding with all Beneficiary(ies) that will receive \$10,000 or more in Social Impact Commitments. Each memorandum must specify the purpose of the contribution and require the Beneficiary to report to the Contractor on key performance indicators for the Social Impact Commitment.

### **F. Reporting**

The Contractor must submit regular, bi-annual, SIP Program performance reports to the SFPUC. Reports must include a statement of compliance signed by an authorized representative of the Contractor indicating that the report is accurate and complete.

The Contractor shall submit all reports, required documentation, and details regarding key performance indicators to the SFPUC via the online portal: [www.sfpuc.org/SIPreporting](http://www.sfpuc.org/SIPreporting).

Substantiating Documentation. Further, the Contractor must submit documentation with its reports to substantiate that it delivered the Social Impact Commitments and any funds or volunteer hours associated therewith (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, proof of funds transfer, sign-in sheets for events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities).

The SFPUC will not accept reports submitted without substantiating documentation.

The Contractor must complete reporting at the end of each reporting period, including any period in which there are no activities. Failing to report and/or no response by the specified deadlines will be considered non-compliance and subject the Contractor to corrective action (see Rule 5 of the SIP Rules and Regulations regarding Enforcement).

The biannual reporting periods are as follows:

- Q1/Q2 Biannual Report for Social Impact Commitments delivered between July 1 to December 31, and all required documentation. Reporting deadline: January 31.
- Q3/Q4 Biannual Report for Social Impact Commitments delivered between January 1 to June 30, and all required documentation. Reporting deadline: July 31.

The Contractor will receive reminder emails from the SFPUC leading up to the biannual reporting deadlines, and after submission will receive a notification of receipt. Non-receipt of a reminder email will not excuse the Contractor from its Social Impact Commitment obligations.

The SFPUC will review all submitted reports and supporting documentation for completion and accuracy and will contact the Contractor regarding any missing information or questions regarding its submissions.

The Contractor must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive-in-Charge and the SIP Coordinator within 30 days of a staffing change.

## **G. Monitoring**

All Contractors must cooperate fully with the SFPUC in monitoring and compliance activities

regarding the Covered Contract.

The SFPUC will regularly monitor progress made on each SIP Covered Contract to ensure the delivery of Commitments are on track and within 10% of the progress and completion of the underlying contractual term.

The SFPUC shall provide the Contractor with biannual summaries of Commitment delivery to date, following each reporting period deadline.

The Contractor should confirm on the public [dashboard](#) that its performance and progress towards satisfying its Social Impact Commitments has been recorded accurately following bi-annual reporting.

The SFPUC shall issue a report for each Covered Contract before final payment is issued to confirm compliance with the Social Impact Commitments and contractual requirements.

**5.2.12** The SFPUC reserves the right to verify documentation at any time, including contacting Beneficiaries to confirm receipt of Commitments

## **5.2.12 5.12 CMD Local Business Enterprise Forms**

All proposals submitted must include the completed Contract Monitoring Division (CMD) Local Business Enterprise (LBE) Forms (CMD Attachment [2](#)). Attach the completed CMD LBE Forms included in Appendix G: Form 2A, Form 2B, Form 3, Form 4, and Form 5.

## **5.2.13 Additional Attachments: City Requirements Forms**

1. All proposals submitted must include the following:
  - 1) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices C, D, and E, respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
  - 2) Release of Liability Form included in Appendix F.



## 6 Evaluation and Selection Criteria

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

### 6.1 Initial Review

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

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

### 6.2 Overall Evaluation Process

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

Technical Written Proposal	695
Diversity, Equity, and Inclusion Submittal	5
Oral Interview	300
<b>TOTAL</b>	<b>1000</b>
SIP Submittal – Potential Bonus Points	50
<b>TOTAL with SIP Bonus Points</b>	<b>1050</b>

The maximum total score for the evaluation process will be one thousand (1000) points plus bonus points. The SFPUC may award Bonus Points up to a maximum of 5% of the Total Points available based on evaluation of proposed SIP Commitments.

The assigned CMD Contract Compliance Officer will assess proposal compliance with Ch.14B requirements and assign a rating bonus at each eligible evaluation stage, if applicable.

The Technical 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 other public entities. A separate panel (“Social Impact Partnership Panel”) will evaluate any voluntary SIP Commitments (see Section 6.2.5). The SFPUC/City will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any of the Selection Panels.

Proposers must obtain a minimum score of four hundred seventeen (417) 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 four hundred seventeen (417) 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 with oral interviews.

### 6.2.1 Technical Written Proposal Evaluation

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1 and 5.2.3	150
Key/Lead Team Member Qualifications	4.3 and 5.2.6	260
Reference Projects	5.2.4	120
Executive Summary and Work Approach	5.2.2 and 5.2.5	50
Subcontractor Qualifications and Proposer Team Organizational Chart	4.2 and 5.2.7	115
Total Points:		<b>695</b>

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

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

## **6.2.2 Diversity, Equity, and Inclusion**

If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see RFP Sections 5.2.10 Diversity, Equity, and Inclusion Submittal and 6.2 Overall Evaluation Process).

## **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, Subcontractors on multiple teams, or individuals not listed in the Technical Written Proposal. The SFPUC also reserves the right to disallow substitution of Team Members invited to participate in the oral interviews.

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

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

## **6.2.4 Overhead and Profit Schedule Evaluation**

SFPUC will not score Proposals based on their Effective Overhead and Profit Rate (EOPR, or "average multiplier") for this Project.

## **6.2.5 SIP Evaluation and Scoring Process**

### **6.2.5.1 Review for Compliant SIP Proposals**

Proposers that wish to participate in the SIP Program must provide a SIP Proposal **on the SIP Proposal Response Form located in Appendix K**. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract. If a Proposer does not follow these submission requirements, the SFPUC may deem such SIP Proposal non-responsive.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this RFP; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area(s) specified in this RFP; and that a SIP Executive-in-Charge and a SIP Coordinator are identified (compliant Proposed Commitment). Only a compliant Proposed Commitment is eligible for evaluation and application of the SIP bonus. SFPUC staff, acting as a selection panel, will assign a Commitment value to each compliant Proposed Commitment, calculated as total Direct Financial Contributions plus total Volunteer Hours (at a rate of \$150/hour). The SFPUC will assign a total Commitment value to each SIP Proposal.

The SFPUC will not include non-compliant Proposed Commitments or portions of Proposed Commitments in the evaluation or the calculation of Commitment values. Notwithstanding, the SFPUC reserves the right in its sole discretion to waive nonmaterial defects in a SIP Proposal.

Proposers shall not add any language conditioning the delivery of its Social Impact Commitments. Proposed Social Impact Commitments unequivocally bind the Contractor to its Social Impact Commitments. If a Proposer includes language conditioning delivery of its Social Impact Commitments in its SIP Proposal, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP bonus point.

#### 6.2.5.2 Evaluation Panel

To evaluate each SIP Proposal's response to the criteria set forth in Sections 5.2.11.2(E)-(H) above, the SFPUC will assemble an evaluation panel. The evaluation panel will score each SIP Proposal's response to the evaluation criteria with bonus points awarded as described below.

#### 6.2.5.3 Application of Bonus

The SIP bonus for this RFP will be up to 5% of the total points allocated to the underlying technical portion of this RFP. Of this 5%, the SFPUC will allocate:

- up to 3% for a Proposal's **Commitment value**, and
- up to 2% based on the evaluation panel's scores on the SIP Proposal's response to the specified **Evaluation Criteria**.

#### 6.2.6 Commitment Value

The SIP Proposal with the total highest Commitment value will receive the maximum available portion of the SIP Bonus points for Commitment value. SIP Proposals with lower total Commitment values will receive a Bonus prorated in comparison to the Proposal with the highest Commitment value. For example:

SIP Proposals Submitted By Three Proposers	Proposer A: Proposes 3,000 Volunteer Hours and \$550,000 in Direct	Proposer B: Proposes \$500,000 in Direct Financial Contributions	Proposer C: No SIP Proposal Submitted
--------------------------------------------	--------------------------------------------------------------------	------------------------------------------------------------------	---------------------------------------

(A, B, and C)	Financial Contributions		
Calculation of Social Impact Commitment Value	3,000 Hours x \$150/Hour = \$450,000 Value  + \$550,000 Direct Financial Contributions Value	0 Volunteer Hours  + \$500,000 Direct Financial Contributions Value	0 Volunteer Hours  + \$0 Financial Contributions
Total Value of Proposed Social Impact Commitments	\$1,000,000	\$500,000	\$0
Pro-Rated SIP Bonus (up to maximum 3% of the total points allocated to the underlying technical portion of this RFP)	3% of the total points allocated to the technical portion of this RFP	1.5% of the total points allocated to the technical portion of This RFP	0% of the total points allocated to the technical portion of this RFP
Using Hypothetical Scenario Where 100 Total Points Are Allocated to the Underlying Technical Portion of this RFP, Number of SIP Bonus Points that Would be Added to Each Proposer's Underlying Technical Score (Which is Separately Evaluated)	3	1.5	0

**Evaluation Criteria.** For the Evaluation Criteria described in paragraphs 5.2.11.2.E-H, the bonus score points for Evaluation Criteria will be up to 2% of the total 5% allocated to SIP. The up to 2% bonus points will be allocated amongst the Evaluation Criteria (described more fully in paragraphs 5.2.11.2.E-H) as follows:

1. Social Impact Work Experience – 0.75%
2. Alignment with Specified Program Area(s) and/or Geographic Area – 0.25%
3. Approach – 0.50%
4. Systems, Processes and Documentation – 0.50%

## 6.3 Final Scoring

The SFPUC will tabulate written proposal, DEI submittal, oral interview, and any SIP Bonus Points, 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

SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

# **7 Award of an Agreement**

## **7.1 Standard Agreement Language**

By submitting a proposal, Proposer acknowledges that it has read, understands, and agrees, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to the Agreement terms and conditions. The SFPUC will not negotiate the standard terms of the Agreement. By submitting its proposal, Proposer accepts to the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

## **7.2 Agreement Preparation**

The SFPUC in its sole discretion may invite the highest-ranked Proposer to negotiate the proposed overhead and profit rate, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed negotiation with the next highest ranked Proposer if an agreement cannot be reached.

If an agreement is reached in principle, SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement. The Agreement may be subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Board of Supervisors' approval of the Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest-ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

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

## **7.3 Agreement Administration**

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

The City strictly prohibits the Contractor 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 Contractor 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 \$200,000 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 to notify the SFPUC promptly, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after 2/12/2025.

## 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](#). SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. SFPUC will post all addenda on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. SFPUC will not accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after 2/12/2025.

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

SFPUC will make any interpretations of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. SFPUC will post Change Notices in the form of Addenda 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: [cab@sfgwater.org](mailto:cab@sfgwater.org) and [shale@sfgwater.org](mailto:shale@sfgwater.org)

San Francisco Public Utilities Commission

Contract Administration Bureau

RE: **PUC.PRO.0177 Sunol Valley Facilities Improvements**

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) **F. IMPORTANT NOTE:** If Proposer asserts that it should be qualified for award of the Agreement even though it does not meet one or more of the MQs, the Proposer must object to the disputed MQ(s) using this process. The City will not consider any argument that a Proposer should be qualified despite failing an MQ as part of any responsibility determination made after the deadline for submission of proposals.

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

## **8.5 Reserved (Signature Requirements)**

## **8.6 Term of Proposal**

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

## **8.7 Revision of Proposal**

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

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

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

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

## **8.8 Errors and Omissions in Proposal**

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

## **8.9 Financial Responsibility**

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

## **8.10 Proposer's Obligations Under the Campaign Reform Ordinance**

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee

contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

## **8.11 Sunshine Ordinance**

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

## **8.12 Public Access to Meetings and Records**

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

## **8.13 Reservations of Rights by the City**

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

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

## **8.14 No Waiver**

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

# 9 Contract Monitoring Division (CMD) Requirements

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

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

### 9.1.1 LBE Subconsulting Participation Requirements

8%

The LBE subconsulting participation requirement is **8.00%** of the total value of services to be procured and can be met with BOTH SF-LBEs (Micro and/or Small) and SFPUC-LBEs certified by the San Francisco Contract Monitoring Division (CMD).

**The LBE subconsulting participation requirement is less than 20% for the following reasons:**

**Due to a large portion includes specialized work including electrical, instrumentation & control, and programming design on existing complex facilities; specialized exhibitory design; and hypolimnetic oxygenation specialty work.**

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:

Small/Micro-LBE subcontractor participation breakdown:

MBE: 3.8%

WBE: 1.2%

OBE: 3%

The City only has the MBE, WBE, and OBE breakdown for the combined Small and Micro-LBEs. The City currently does not have MBE, WBE, and OBE breakdown for each separate size category (Micro, Small, and SBA-LBEs).

Proposers are further advised that they may not discriminate in the selection of Subcontractors 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.

Proposer shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and in CMD Attachment 6A. Please read CMD Attachment 6A carefully and in its entirety.

An LBE subContractor must be certified by CMD in the scope of services that the prime Proposer is listing the LBE subContractor to perform in order to receive LBE participation credit. It is the Proposer's responsibility to verify each LBE subContractor's certification status, which can be done at the following link: <https://sfgov.org/cmd>. LBEs must be certified on the Proposal due date to receive LBE participation credit.

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

In accordance with San Francisco Administrative Code Section 14B.8(B), for the Proposer to be exempt from meeting the Good Faith Efforts requirements described in PART IV in CMD Attachment 6A, the total amount of LBE participation must equal or exceed 10.80% (this percentage is the sum of the LBE subconsulting participation requirement(s) plus the 35% good faith exemption percentage).

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 6A, and this RFP, will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Proposers should note that the LBE subconsulting percentage(s) 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

### 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 LBE.

#### A. General

CMD certified Micro, Small, and SBA-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus (as applicable under Section 14B.7 of the Ordinance) if the LBE is CMD certified in the type of work that is specified for the Proposer by the Contract Awarding Authority.

The assigned CMD Contract Compliance Officer shall apply these rating bonuses to each evaluation stage of the selection process, as applicable.

- Standard rating bonus

#### B. Application of the Standard rating bonus shall be as follows:

- A 10% rating bonus will apply to any proposals submitted by CMD certified SF-LBEs (Small and/or Micro), or SFPUC-LBEs. SBA-LBEs are not eligible for a 10% rating bonus **OR**
- A 5% rating bonus will apply to any proposal from an SBA-LBE when the estimated cost is in excess of \$400,000 if, after the application of the 10% rating bonus to proposals submitted by SF-LBEs (Small and/or Micro), or SFPUC-LBEs, the highest ranked Proposer is not a SF-LBE (Small and/or Micro), or SFPUC-LBE. **OR**
- The rating bonus for a Joint Venture ("JV") with LBE participation is as follows:
  1. 10% for each JV among SF-LBE (Small and/or Micro) or SFPUC-LBE Proposers.
  2. 5% for each JV which includes at least 35% (but less than 40%) participation by SF-LBE (Small and/or Micro) or SFPUC-LBE Proposers.
  3. 7.5% for each JV that includes 40% or more in participation by SF-LBE (Small and/or Micro) or SFPUC-LBE proposers.

Pursuant to Section 14B.7(F) of the Ordinance, SBA-LBEs are not eligible for the rating bonus when joint venturing with a non-LBE firm. However, if the SBA-LBE joint ventures with a SF-LBE (Small and/or Micro) or a SFPUC-LBE, the Joint Venture will be entitled to the Joint Venture rating bonus only to the extent of the SF-LBE (Small and/or Micro) or a SFPUC-LBE participation. The LBE JV rating bonuses do not apply to DESIGN-BUILD AND CM/GC Contracts.

Each SF-LBE (Small and/or Micro) or a SFPUC-LBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the SF-LBE (Small and/or Micro) or a SFPUC-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the SF-LBE (Small and/or Micro) or a SFPUC-LBE JV partner. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. Each JV partner must meet the minimum qualifications listed for the Prime or Joint Venture partner as outlined in the Bid/proposal. Each Joint Venture partner must be listed to perform Prime Level Work and each JV partner must possess the license required by the RFP (if applicable). The LBE partner(s) must be CMD LBE certified in that area that they are listed to perform in order to be eligible for the rating bonus. The Joint Venture partners must be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.

#### Direct Reimbursable Costs

##### Option 2

For any direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE sub participation credit.

### **9.1.3 LBE Forms**

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 6A:

- Form 2A – CMD Contract Participation Form
- Form 2B – CMD “Good Faith Efforts” Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

Failure to complete, sign, and submit each of the required CMD/LBE forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Jason Chow, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3103 or JaChow@sfgwater.org.

The City strongly encourages proposals from qualified LBEs. If you have any questions concerning becoming certified as an LBE, please call (415) 581-2310 or visit the CMD website at <http://www.sfgov.org/cmd>.

## **9.2 Labor and Employment Code Article 131 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. On October 24, 2023, the Board of Supervisors passed an ordinance establishing a new Labor and Employment Code to better organize San Francisco's various employment and labor laws. Through this ordinance, which is operative as of January 4, 2024, a number of the City's contracting provisions have been redesignated in a new Labor and Employment Code. However, this redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to. For example, the Equal Benefits Ordinance, formerly 12B, is now Article 131 of the Labor and Employment Code. However, substantively, it is not difference than when it was 12B. Proposers should establish compliance with Article 131 before execution of the Agreement if not already compliant. Important: 131/12B Declarations must be submitted online through the City's supplier portal. 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 Unit at (415) 581-2310 or by visiting the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

The selected Proposer must be in compliance with the Equal Benefits Provisions of Article 131 of the San Francisco Labor and Employment Code either at the time of contract award or within two weeks of the date of the SFPUC Commission's authorization to award; failure of the selected Proposer to obtain compliance certification from CMD may, in the SFPUC General Manager's sole discretion, result in award of the Agreement to the next highest-ranked Proposer or in re-advertising and re-selecting contractors at the discretion of the City.

**10 See Chapter 12B Equal Benefits  
Complete Compliance Guide, included as  
Appendix H, for more information. For  
questions concerning the Article  
131/Chapter 12B Equal Benefits  
Compliance, call the CMD Equal Benefits  
Unit at (415) 581-2310.**

# 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:  
\$2,000,000.  
Per each occurrence, and  
\$4,000,000.  
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:  
\$10,000,000.  
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 affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents, and Subcontractors.

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

Should any of the required insurance be provided under a claims-made form, Proposer shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of 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 subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

## **10.2 Standard Agreement**

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

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

### **10.3 Nondiscrimination in Contracts and Benefits**

As outlined above, the Contractor 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 Contractor will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Labor and Employment Code Article 111 (formerly 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](http://www.sfgov.org/olse/mco). Note that the hourly gross compensation rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

### **10.5 Health Care Accountability Ordinance (HCAO)**

The Contractor will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Labor and Employment Code Article 121 (formerly 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](http://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 Subcontractor Registration

Contractor 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 Subcontractors working under a Selected Proposer to register with the City’s financial and procurement system. However, Subcontractors are not required to be compliant with the City’s vendor requirements.*

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

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

## 10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Contractor 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 Contractor 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 Contractor will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

## **10.10 Administrative Code Chapter 14B Reporting Requirements**

Contractor must submit all required payment information using the City's new online Financial and Procurement System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor must include its LBE subcontractor's approved payment requests in any payment application to the City within 30 days of receiving an invoice from an LBE subcontractor. Contractor shall pay its LBE subcontractors within three (3) working days after receiving payment from the City, except as otherwise authorized by the Chapter 14B LBE Ordinance. Failure to submit all required payment information in the Financial and Procurement System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has ten (10) calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

## **10.11 Prevailing Wage**

This Project is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations ("DIR") and the San Francisco Office of Labor Standards Enforcement. No contractor or subcontractor may be listed in a bid for a public works project and no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR per California Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a)].

## **10.12 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts**

To receive a contract under this RFP, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the Agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the Agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the Agreement.



### **10.13 Cybersecurity Risk Assessment**

As part of the City's evaluation process, the City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the City may collect as part of this solicitation process one of the following two reports:

1. SOC-2 Type 2 Report: Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; OR
2. City's Cyber Risk Assessment Questionnaire: Proposer's responses to a City's Cyber Risk Assessment Questionnaire. Please see Appendix I Sample CRA Questionnaire for reference.

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by the SFPUC and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, the City may afford a potential Proposer the opportunity to cure such risk within a period of time deemed reasonable to the City. Such remediation and continuing compliance shall be subject to the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

# 11 Protest Procedures

## 11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

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

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

The City will not consider any protests not received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the Preliminary Notice will

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

## **11.2 Protest of Agreement Award**

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

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC **before** 5:00 p.m. on or before the fifth (5<sup>th</sup>) working day following the SFPUC's posting of the highest ranked Proposer; the City will not consider untimely protests.

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

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

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

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

award by the Commission. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

### **11.3 Delivery of Protests**

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

Protests must be delivered to: [cab@sfwater.org](mailto:cab@sfwater.org) and to [shale@sfwater.org](mailto:shale@sfwater.org)

San Francisco Public Utilities Commission  
Contract Administration Bureau  
RE: **PUC.PRO.0177**  
Sunol Valley Facilities Improvements

# 12 Conflict of Interest

The Contractor 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 Contractor 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 Contractor might be deemed contractors 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 Contractor that the City has selected the Proposer.

## 12.1 Obligations

It is the obligation of the Proposer as well as their Subcontractors 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, subcontractors 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. Upon request, we can provide records concerning work performed by various subcontractors to assist proposers in their own evaluation of potential conflicts. But proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

## 12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

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

8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any subcontractor 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. **Government Code Section 1097.6.** This Solicitation and any resulting contracts are subject to the provisions of Government Code Section 1097.6, including but not limited to the following: When the SFPUC has entered into a contract with an independent contractor to perform one phase of a project and seeks to enter into a subsequent contract with that independent contractor for a later phase of the same project, the independent contractor is not an “officer” for the purposes of Government Code Section 1090 if the independent contractor’s duties and services related to the initial contract did not include engaging in or advising on public contracting on behalf of the SFPUC. Engaging in or advising on public contracting means preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. If an independent contractor is an officer as defined in the previous paragraph, that independent contractor does not violate Section 1090 if that independent contractor does not engage in or advise on the making of the subsequent contract. An independent contractor does not “engage in or advise on the making of the subsequent contract” by participating in the planning, discussions, or drawing of plans or specifications during an initial stage of a project if that participation is limited to conceptual, preliminary, or initial plans or specifications and all bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications.

### **12.3 Other General Restrictions Applicable to this RFP**

A firm cannot be a Prime Consultant or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Consultant or JV Partner (Lead or Non-lead) intends to be listed as a subconsultant on another competing proposal, the Prime Consultant or JV Partner must fully disclose such intent to the affected parties **30 days prior** to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Consultant or JV Partner cannot participate in more than one interview.

### **12.4 Consultation with Counsel**

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



# 13 Acronyms and Abbreviations

AACE.....	Association for the Advancement of Cost Engineering
AGM .....	Assistant General Manager
BFS.....	Bruce Flynn Pump Station
BIM .....	Building Information Modeling
CAB.....	Contract Administration Bureau
CCM .....	Contractor Construction Manager
CEQA .....	California Environmental Quality Act
CHS .....	Channel Pump Station
CM/GC.....	Construction Manager/General Contractor
CM .....	Construction Management
CMB.....	Construction Management Bureau
CMD.....	Contract Monitoring Division
CMIS .....	Construction Management Information System
CPI .....	Consumer Price Index
CPM .....	Critical Path Method
CSPE.....	Contractor Services Performance Evaluation
EIR .....	Environmental Impact Report
EMG.....	Environmental Management Group
EMB .....	Engineering Management Bureau
EOPR.....	Effective Overhead and Profit Rate
FSHP .....	First Source Hiring Program
HCAO .....	Health Care Accountability Ordinance
HCIP .....	Hetchy Capital Improvement Program
ICS .....	Influent Control Structure
ICC .....	International Code Council
IRS .....	Internal Revenue Service
JV .....	Joint Venture

LBE.....Local Business Enterprise  
 LOS .....Level of Service  
 MCO .....Minimum Compensation Ordinance  
 mgd .....million gallons per day  
 NPF .....North Point Wet Weather Facility  
 NTP .....Notice to Proceed  
 O&M.....Operations & Maintenance  
 ODC .....Other Direct Cost  
 OPS .....Overhead and Profit Schedule  
 OSP .....Oceanside Water Pollution Control Plant  
 PLA .....Project Labor Agreement  
 PMB .....Program Management Bureau  
 PMP .....Project Management Professional  
 RFI .....Request for Information  
 RFP .....Request for Proposals  
 SELS .....Southeast Lift Station  
 SEP.....Southeast Water Pollution Control Plant  
 SIP ..... Social Impact Program  
 SFPUC .....San Francisco Public Utilities Commission  
 SOP .....Standard Operating Procedure  
 SSIP .....Sewer System Improvement Program  
 VFD .....Variable Frequency Drive  
 WBS .....Work Breakdown Structure  
 WSIP .....Water System Improvement Program  
 WWE .....Wastewater Enterprise

# 14 List of Appendices

- A. Professional Services Agreement (P-600/606)
- B. Overhead and Profit Schedule Template (Excel file)
- C. Minimum Compensation Ordinance (MCO) Declaration
- D. Health Care Accountability Ordinance (HCAO) Declaration
- E. First Source Hiring Program Agreement
- F. Release of Liability and Waiver
- G. Contract Monitoring Division 14B Forms
- H. Chapter 12B Equal Benefits Complete Compliance Guide
- I. Sample CRA Questionnaire
- J. Consultant Performance Evaluation Procedure
- K. Social Impact Partnership Proposal Form
- L. Proposer Commitment Matrix (Excel file)
- M. Project Background Documents



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250577

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

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Tedman Lee	415-551-4863
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
PUC Engineering Management Bureau	tlee@sfgwater.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b>  CDM Smith Inc.	<b>TELEPHONE NUMBER</b>  (925) 296-8024
<b>STREET ADDRESS (including City, State and Zip Code)</b>  2300 Clayton Road, Suite 950, Concord, CA 94520	<b>EMAIL</b>  molinas@cdmsmith.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>  	<b>ORIGINAL BID/RFP NUMBER</b>  	<b>FILE NUMBER (If applicable)</b> 250577
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b>  \$15,000,000		
<b>NATURE OF THE CONTRACT (Please describe)</b>  The San Francisco Public Utilities Commission seeks to retain the services of a qualified Proposer to provide planning and engineering design services for Sunol Valley Facilities Improvements projects. Under the Agreement, Proposer will perform planning and engineering design services for specific projects designated by the SFPUC in the Sunol valley.		

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	Wall/CDM Smith	Timothy	CEO
2	Bouchard/CDM Smith	Anthony	COO
3	Desmaris/CDM Smith	Thierry	Other Principal Officer
4	Forgas/CDM Smith	Julia	Other Principal Officer
5			
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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### 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

### 10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board





**FROM: Jeremy Spitz, Policy and Government Affairs**

**DATE: May 16, 2025**

**SUBJECT: [Professional Services Agreement - CDM Smith, Inc. -  
PRO.0177, Professional Services for Sunol Valley Facilities  
Improvements - Not to Exceed \$15,000,000]**

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Please see attached a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Professional Services Agreement to Contract No. PRO.0177, Professional Services for Sunol Valley Facilities Improvements, with CDM Smith Inc. for a not to exceed contract amount of \$15,000,000, with a contract duration of ten years, estimated to begin August 2025, through July 2035, to provide planning and engineering design and support services necessary for the design and construction improvements to various San Francisco Public Utilities Commission facilities in the Sunol Valley, pursuant to Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 25-0070 (PDF Version)
- Draft Agreement (PDF Version)
- Form 126 (PDF Version)

Please contact Jeremy Spitz at [jspitz@sfgwater.org](mailto:jspitz@sfgwater.org) if you need any additional information on these items.

**Daniel L. Lurie**  
Mayor

**Kate H. Stacy**  
President

**Joshua Arce**  
Vice President

**Avni Jamdar**  
Commissioner

**Steve Leveroni**  
Commissioner

**Dennis J. Herrera**  
General Manager

