

File No. 250020

Committee Item No. 4

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 5, 2025

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

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" 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 Request for Proposal 9/9/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 24-0032 2/13/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>PUC Resolution No. 24-0248 12/10/2024</u>
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Completed by: Brent Jalipa Date January 30, 2025

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

1 [Professional Services Agreement - HDR Stantec JV - Program Management Consulting  
2 Services for Water Enterprise - Not to Exceed \$80,000,000]

3 **Resolution approving and authorizing the General Manager of the San Francisco Public**  
4 **Utilities Commission to execute Contract No. PRO.0205, Water Capital Program**  
5 **Management Contract with HDR Stantec JV, to provide program management**  
6 **consulting services to support delivery of the Water Enterprise and Hetch Hetchy**  
7 **Water Capital Improvement Programs and the Water System Improvement Program, for**  
8 **an amount not to exceed \$80,000,000 and with a duration of 10 years, with an**  
9 **anticipated timeframe from April 2025, through March 2035, pursuant to Charter,**  
10 **Section 9.118.**

11  
12 WHEREAS, On February 13, 2024, by Resolution No. 24-0032, the San Francisco  
13 Public Utilities Commission (SFPUC) adopted the 10-Year Capital Plan FY2024-25 through  
14 FY2033-34, which includes the Water Enterprise Capital Plan and the Hetch Hetchy Water  
15 Capital Plan with cumulative 10-year budgets of \$2,954,803,945 and \$1,533,671,239,  
16 respectively; and

17 WHEREAS, To support the Water Enterprise and Infrastructure Division of the SFPUC  
18 to successfully deliver the projects within these capital plans, as well as remaining projects  
19 under the Water System Improvement Program, the SFPUC requires the guidance and  
20 expertise of a program management consultant team to provide programmatic support  
21 services; and

22 WHEREAS, The SFPUC does not currently have a program management services  
23 contract for the water capital programs; and

1 WHEREAS, On June 27, 2024, the SFPUC issued a Request for Proposals for  
2 program management consulting services; and

3 WHEREAS, The SFPUC and Contract Management Division (CMD), upon review of  
4 the proposal scores, determined that HDR Stantec JV was the highest-ranked firm based on  
5 the established scoring criteria; and

6 WHEREAS, The CMD established a 15% Local Business Enterprise (LBE)  
7 subconsultant participation requirement for this contract and HDR Stantec JV committed to an  
8 LBE subconsultant participation of 20.83%; and

9 WHEREAS, The objective of the contract is to optimize capital project delivery  
10 processes in order to increase the successful completion of high-quality projects within  
11 approved scope, schedule, and budget; and

12 WHEREAS, The SFPUC seeks support for enhanced project planning, management,  
13 and oversight to facilitate cost efficiencies through on-time project delivery, potentially saving  
14 ratepayers millions of dollars in delay-related escalation costs on current and future projects,  
15 and providing higher confidence in project quality; and

16 WHEREAS, Delivering programs of this magnitude requires continuous programmatic  
17 review and quality management to ensure best practices, response to emerging regulatory  
18 requirements, and technological developments are implemented proficiently; and

19 WHEREAS, The program management consultant team is needed to support project  
20 planning requiring highly specialized expertise, including planning for several of the SFPUC's  
21 alternative water supply projects; and

22 WHEREAS, In addition to strategic planning and expertise, the program management  
23 consultant will review existing tools and processes and recommend improvements to enhance  
24 the SFPUC's capabilities as well as bring in the latest technologies, staff training, resilience  
25

1 and sustainability practices, and additional support for labor workforce and community  
2 benefits programs; and

3 WHEREAS, While the SFPUC's Water Enterprise and Infrastructure Division have built  
4 strong capital planning and implementation practices and procedures, projects frequently  
5 experience delays and cost increases for a variety of reasons; and

6 WHEREAS, Without a program management contract, the Water Enterprise capital  
7 projects may continue to experience delays and may not provide the maximum benefit  
8 intended from the newly constructed assets; and

9 WHEREAS, Delays to replacing the critical aging infrastructure could result in  
10 increased frequency and severity of failure of assets, interrupting critical water or power  
11 supply to customers for potentially long periods of time; and

12 WHEREAS, On December 10, 2024, by Resolution No. 24-0248, the SFPUC awarded  
13 Contract No. PRO.0205, Water Capital Program Management Contract (the Contract), to  
14 HDR Stantec JV, for an amount not to exceed \$80,000,000 and with a term of 10 years, to  
15 provide program management consulting services to support delivery of the Water Enterprise  
16 and Hetch Hetchy Water Capital Improvement Programs and the Water System Improvement  
17 Program, subject to Board of Supervisors' approval under Charter, Section 9.118; and

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

21 WHEREAS, The amount and term of the Contract represent less than two percent of  
22 the total water capital program cost, and the amount and term are in line with industry  
23 standards and best practices for program management support, and similar to amounts and  
24 durations for program management contracts used in the past for the Water System  
25 Improvement Program and Wastewater Capital Program; and

1 WHEREAS, The amount of \$80,000,000 was estimated based on various potential  
2 program and project support task orders that will be needed over the next 10 years and it is  
3 envisioned that processes and skills developed under this contract will be continuously  
4 transferred to City staff as new contract needs emerge; and

5 WHEREAS, The Contract services are requested for 10 continuous years in order to  
6 provide continuity and consistency of support since most capital projects have durations of 7-  
7 15 years; and

8 WHEREAS, Funds for the Contract will be available from Project Nos. 10041697 -  
9 Local Water Program Management, 10041729 - Regional Water Program Management,  
10 Hetch Hetchy Project Development projects, and individual projects within the Water  
11 Enterprise and Hetch Hetchy Water Capital Improvement Programs; and

12 WHEREAS, The proposed Contract contained in File No. 250020, is substantially in  
13 final form, with all material terms and conditions included, and only remains to be executed by  
14 all parties upon approval of this Resolution; now, therefore, be it

15 RESOLVED, That this Board of Supervisors hereby authorizes the General Manager of  
16 the SFPUC to execute Contract No. PRO.0205, Water Capital Program Management  
17 Contract with HDR Stantec JV, to provide program management consulting services to  
18 support delivery of the Water Enterprise and Hetch Hetchy Water Capital Improvement  
19 Programs and the Water System Improvement Program, for an amount not to exceed  
20 \$80,000,000 and with a duration of 10 years, from approximately April 2025, through March  
21 2035; and, be it

22 FURTHER RESOLVED, That within 30 days of the Contract being fully executed by all  
23 parties, the SFPUC shall provide signed copies of the Contract to the Clerk of the Board for  
24 inclusion in the official file.

<b>Item 4</b> <b>File 25-0020</b>	<b>Department:</b> Public Utilities Commission (PUC)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve a program management consulting services contract between San Francisco Public Utilities Commission (SFPUC) and HDR Stantec JV to support the Water Enterprise and Hetch Hetchy Water Capital Improvement Projects and the Water System Improvement Program for a term of 10 years from April 2025 through March 2035 and an amount not to exceed \$80,000,000.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>SFPUC's Water Enterprise and Hetch Hetchy Water 2024-34 10-Year Capital Plans total approximately \$4.5 billion. In June 2024, SFPUC released a Request for Proposals (RFP) to award a water capital program management contract. HDR Stantec was deemed the highest scoring proposal and was awarded a contract.</li> <li>Under the proposed contract, HDR Stantec would perform program management to establish and manage the capital plan management program, strategic capital planning to improve delivery of water capital projects, including on-time and on-budget delivery of projects, program delivery to support delivery of the overall capital improvement programs, and project technical support to support delivery of specific projects.</li> <li>SFPUC staff would track deliverables and performance metrics, which will be developed by the contractor under the contract, on a quarterly and annual basis to evaluate delivery of the capital improvement program and conduct an annual performance review of the contractor. HDR Stantec has committed to \$1,045,000 in financial contributions and \$166,500 in volunteer hours for its Social Impact Partnership (SIP) commitment, for a total contribution of \$1,211,500.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed contract would have a total amount not to exceed \$80,000,000 over the 10-year contract term. This amount reflects less than two percent of the total water capital improvement program costs and is consistent with industry standards and other program management contracts, including contracts for the Water System Improvement Program and Wastewater Capital Program.</li> <li>SFPUC estimates that 46 percent of expenditures would be funded by Water Enterprise Regional Capital Funds, 30 percent would be funded by Water Enterprise Local Capital Funds, and 23 percent would be funded by Hetch Hetchy Water Enterprise Capital Funds</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

In February 2024, the San Francisco Public Utilities Commission (SFPUC) adopted its FY 2024-34 10-Year Capital Plan, which included the Water Enterprise Capital Plan, totaling approximately \$3.0 billion over 10 years, and the Hetch Hetchy Water Capital Plan, totaling approximately \$1.5 billion. In June 2024, the SFPUC released a Request for Proposals (RFP) to award a water capital program management contract. SFPUC received three proposals and an evaluation panel scored them, as shown in Exhibit 1 below.<sup>1</sup>

### Exhibit 1: Proposers and Scores from RFP

Proposers	Written Proposal Score (out of 645 Points)	Diversity, Equity, & Inclusion (DEI) Score (out of 5 Points)	Oral Interview Score (out of 350 Points)	Social Impact Partnership (SIP) Bonus Score (out of 49.75 Points)	Total Score (out of 1049.75 Points)
HDR Stantec, JV	573.505	5.000	273.088	47.072	898.664
Parsons/GEI, JV	567.425	5.000	271.388	40.013	883.825
GHD, Inc.	539.573	5.000	236.638	36.522	817.732

Source: SFPUC

HDR Stantec, JV was deemed the highest scoring proposer and was awarded a contract. In December 2024, the SFPUC Commission approved the contract.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a program management consulting services contract between SFPUC and HDR Stantec JV to support the Water Enterprise and Hetch Hetchy Water Capital Improvement Projects and the Water System Improvement Program for a term of 10 years from April 2025 through March 2035, with one five-year option to extend the term through March 2040, and an amount not to exceed \$80,000,000.

Under the contract, HDR Stantec would perform the following services:

- **Program management** to establish and manage the capital plan management program (includes contract management for subcontracts, development of a program

<sup>1</sup> The technical evaluation panel consisted of a Director of Operations and Maintenance from the East Bay Municipal Utility District, a Deputy Manager from the SFPUC Project Management Bureau, a Regional Liaison from SFPUC Water Enterprise, and a Hydraulic Engineering Section Manager from the Department of Public Works. The SIP evaluation panel consisted of a Court Alternative Specialist from the San Francisco Public Defender's Office, a retired San Francisco Police Department Captain / Commissioner for the SF Retiree Health Trust Board, and a Public Service Aide from SFPUC.

management charter to establish objectives of the contract, development of a program management plan, document management, and quality management);

- **Strategic capital planning** to improve delivery of water capital projects, including on-time and on-budget delivery of projects (includes program review and alignment, long-range capital planning and delivery, adaptive management process to continuously refine the programs, and asset management integration);
- **Program delivery** to support delivery of the overall capital improvement programs (includes pre-construction program safety, program performance metrics and lessons learned, risk management, facilities integration plan, project labor agreement support, DEI support, quality control, communications and reporting support, cost estimating, operations coordination, and program delivery review); and
- **Project technical support** to support delivery of specific projects (includes project delivery review, project planning support, specific project planning support, seismic evaluation, hydraulic modeling and systems engineering, evaluation of climate change, seismic resiliency, and other drivers that impact system resiliency, design standards review and recommendations, technology transfer, training, and professional development, emerging technologies review and utility expertise, value engineering, independent technical reviews and input, and building information modeling and asset digitization).

As mentioned above, HDR Stantec would provide these services for the projects in the 10-year Water Enterprise Capital Plan and Hetch Hetchy Water Capital Plan, with a combined budget of approximately \$4.5 billion. Additionally, there are two remaining projects in the Water System Improvement Program (WSIP) that would also be supported by this contract: the Regional Groundwater Storage and Recovery Project (total budget of approximately \$158 million, with a target completion date of December 2027), and the Alameda Creek Recapture Project (total project budget of approximately \$49 million, with a target completion date of June 2032).

The list of HDR Stantec's proposed subcontractors is shown in Attachment 1 to this report.

### **Community Benefits Commitments**

HDR Stantec has committed to \$1,045,000 in financial contributions and \$166,500 in volunteer hours for its Social Impact Partnership (SIP) commitment, for a total contribution of \$1,211,500. SIP programs are in the areas of job exposure, training, and internships, small business support, public education, and environment and community health. Within 60 days of receiving the Notice of Contract Award (after Board approval and expected in April 2025), HDR Stantec would have to submit an SIP work plan to SFPUC, which would identify the organizations receiving these contributions.

### **Performance Monitoring**

According to Adolfo Gonzalez Valle, SFPUC Policy and Government Affairs, SFPUC uses an invoicing system to track contract expenditures and time spent on tasks. SFPUC would issue work on a task order basis with scopes, schedules, and budgets that would be reviewed by Task Order Managers. SFPUC staff would track deliverables and performance metrics, which will be



developed by the contractor under the contract, on a quarterly and annual basis to evaluate delivery of the capital improvement program and conduct an annual performance review of the contractor.

### FISCAL IMPACT

The proposed contract would have a total amount not to exceed \$80,000,000 over the 10-year contract term. The projected contract expenditures by year are shown in Exhibit 2 below.

#### Exhibit 2: Projected Contract Expenditures by Year

Contract Year	Program-Level Tasks <sup>2</sup>	Project-Level Tasks <sup>3</sup>	Total Expenditures
Year 1	\$3,233,333	\$5,335,000	\$8,568,333
Year 2	4,683,333	7,850,000	12,533,333
Year 3	3,983,333	8,000,000	11,983,333
Year 4	3,983,333	5,550,000	9,533,333
Year 5	3,483,333	4,000,000	7,483,333
Year 6	3,233,333	3,600,000	6,833,333
Year 7	3,133,333	2,950,000	6,083,333
Year 8	3,083,333	3,050,000	6,133,333
Year 9	2,913,333	2,550,000	5,463,333
Year 10	2,943,333	2,500,000	5,443,333
<b>Total</b>	<b>\$34,673,330</b>	<b>\$45,385,000</b>	<b>\$80,058,330</b>

Source: SFPUC

According to SFPUC staff, the \$80 million not to exceed amount, which reflects the amount in the RFP, was based on a budget for tasks similar to the program management structure for the delivery of the Water Capital Plan that is already in place. The not-to-exceed amount of \$80 million is less than two percent of the total water capital improvement program costs and, according to SFPUC, when combined with SFPUC staff resources, the total capital program management budget is consistent with industry standards.<sup>4</sup> SFPUC anticipates that the \$80 million amount would be sufficient for the full 10-year term of the contract because new processes developed by HDR Stantec would eventually be transferred to SFPUC staff.

The budget by task is shown in Exhibit 3 below.

<sup>2</sup> Program level tasks include program contract management, program charter management, program management planning, document management, quality management, program review and alignment, long-range capital planning, adaptive management process, asset management integration, pre-construction program safety, performance metrics and lessons learned, risk management, facilities integration planning, project labor agreement support, diversity, equity, and inclusion, quality control, communications and reporting support, cost estimating, operations coordination, and program deliverability review.

<sup>3</sup> Project level tasks include project delivery review, project planning support, special evaluations of dams, dams oversight, seismic evaluations and standards, hydraulic modeling and system engineering, climate change and resiliency, design standards review, technology transfer and training, emerging technologies, value engineering, independent technical review, and building information modeling and asset digitization.

<sup>4</sup> SFPUC reports that the Construction Management Association of America and the Project Management Institute report that program management costs can be approximately five to 11 percent of total program costs.

**Exhibit 3: Contract Budget by Task**

<b>Task</b>	<b>Amount</b>	<b>% of Total</b>
<b><u>Task 1: Program Management</u></b>	<b><u>\$8,043,330</u></b>	<b><u>10%</u></b>
Program Contract Management (3%)	3,333,330	4%
Program Management Charter	900,000	1%
Program Management Plan	1,000,000	1%
Document Management	610,000	1%
Quality Management	2,200,000	3%
<b><u>Task 2: Strategic Capital Planning</u></b>	<b><u>5,570,000</u></b>	<b><u>7%</u></b>
Program Review & Alignment	2,500,000	3%
Long-Range Capital Planning	1,500,000	2%
Adaptive Management Process	710,000	1%
Asset Management Integration	860,000	1%
<b><u>Task 3: Program Delivery</u></b>	<b><u>21,060,000</u></b>	<b><u>26%</u></b>
Pre-Construction Program Safety	1,000,000	1%
Perf Metrics, Lessons Learned	3,550,000	4%
Risk Management	1,950,000	2%
Facilities Integration Plan	1,050,000	1%
Project Labor Agreement Support	900,000	1%
Diversity, Equity and Inclusion	1,750,000	2%
Quality Control (Planning and Design)	2,500,000	3%
Communications and Reporting Support	980,000	1%
Cost Estimating	2,000,000	2%
Operations Coordination	4,700,000	6%
Program Deliverability Review	680,000	1%
<b><u>Task 4: Project Technical Support</u></b>	<b><u>45,385,000</u></b>	<b><u>57%</u></b>
Project Delivery Review	1,875,000	2%
Project Planning Support	3,250,000	4%
Special Evaluations (Calaveras)	6,600,000	8%
Special Evaluations (AWS)	9,300,000	12%
Special Evaluations - other (TBD)	4,600,000	6%
Dams Oversight	3,850,000	5%
Seismic Evaluation/Standards	840,000	1%
Hydraulic Modeling and System Engineering	1,070,000	1%
Climate Change and Resiliency	2,000,000	2%
Design Standards Review	1,200,000	1%
Technology Transfer and Training	2,000,000	2%
Emerging Technologies	1,800,000	2%
Value Engineering	2,000,000	2%
Independent Technical Review	4,200,000	5%
BIM and Asset Digitization	800,000	1%
<b>Total</b>	<b>\$80,058,330</b>	<b>100%</b>

Source: SFPUC

**Billing Rates**

Under the proposed contract, the billing rates for HDR Stantec JV and their subcontractors range from \$94 per hour up to \$300 per hour. The maximum billing rate for key/lead staff and any Technical Advisory Panel members is \$300 per hour, for all other staff the maximum billing rate

is \$270 per hour. The contractor will only be allowed to escalate billing rates based on the annual change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

**Funding Source**

SFPUC estimates that approximately 46 percent of expenditures would be funded by Water Enterprise Regional Capital Funds, 30 percent would be funded by Water Enterprise Local Capital Funds, and 23 percent would be funded by Hetch Hetchy Water Enterprise Capital Funds. Capital plan costs are recovered from Water Enterprise and Hetch Hetchy Water Enterprise ratepayers.

**RECOMMENDATION**

Approve the proposed resolution.

**Attachment 1: Proposed HDR Stantec Subcontractors**

<b>Local Business Enterprise (LBE) Subcontractors</b>		
<b>Firm</b>	<b>Service</b>	<b>Contract Participation</b>
Chaves & Associates	Management/Storage, Database	0.63%
Climate Adaptive Systems, LLC	Civil/Water Resources Engineers	1.50%
Coord LLC	Urban/Regional Planning	1.00%
Effective Management Services, LLC	Construction Management, Administrative Services	2.50%
Galen CM, Inc.	Construction Management (Staff Augmentation)	1.25%
Hollins Consulting	Construction Management (Utilities)	0.38%
Incommon, LLC	Community Relationships/Public Affairs (DEI)	0.38%
InterEthnica	Community Relationships/Public Affairs, Translating Services	0.94%
Joe Hill Consulting & Engineering Corp.	Civil/Water Resources Engineers, Construction Management	2.50%
M Lee Corporation	Value/Quality Engineering, Database Development/Analysis, Construction Management	2.50%
McGovern McDonald Engineers	Civil/Water Resources Engineering, Regulatory Compliance Financial Services	1.00%
Pathways Climate Institute, LLC	Urban/Regulatory Plan, Environmental Advisory	0.75%
Smith & Associates	Construction Management (Safety)	1.00%
SRT Consultants	Civil/Water Resources Engineering	2.50%
Westland Management Solutions, Inc.	Database Development/Analysis, Computer System Services	2.00%
<b>LBE Subtotal</b>		<b>20.83%</b>
<b>Non-LBE Subcontractors</b>		
<b>Firm</b>	<b>Service</b>	<b>Contract Participation</b>
Data Sciences Group	Asset Management Support	0.31%
Katz & Associates	Program Communications Lead	2.00%
Law Office of Julian Gross	Project Labor Agreement (PLA) Support	0.25%
Northwest Hydraulic Consultants	Northwest Hydraulic Consultants	0.25%
<b>Non-LBE Subtotal</b>		<b>2.81%</b>
<b>Total Subcontractor Participation</b>		<b>23.64%</b>

Source: Contract Monitoring Division

Note: HDR Stantec's proposed 20.83% LBE participation rate exceeds the 15% requirement stated in the RFP.

**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  
HDR Stantec JV  
PRO.0205 Water Capital Program Management Contract**

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 HDR Stantec JV (“Contractor”) and City.

**Recitals**

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure programmatic support services for implementation of capital programs for the Water Enterprise, including the Regional and Local Water Enterprise Capital Improvement Program (CIP), the Hetch Hetchy Water CIP, and the Water System Improvement Program (WSIP) 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

---

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled Water Capital Program Management Contract issued through Sourcing Event ID PRO.0205; and

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 June 17, 2024 from the Civil Service Commission under PSC number DHRPSC0004898 in the amount of \$80,000,000 for the period of 10 years; and

WHEREAS, the City’s Public Utilities Commission approved this Agreement by 24-0248 on December 10, 2024 in the amount of \$80,000,000 and with a duration of 10 years; and

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

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 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 **HDR Stantec JV, 201 California Street, Suite 1500, San Francisco, CA 94111.**

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 ten (10) years later, unless earlier terminated as otherwise provided herein.

2.2      **Options to Renew.** City has the option to renew the Agreement for up to five (5) additional years. The City may exercise this option at the City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

## **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 Eighty Million Dollars (\$80,000,000), 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. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. 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 sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.3.7 Reserved. (Grant Funded Contracts)**

**3.3.8 Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within  $\geq 30$  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. (Liquidated Damages)**

4.8 **Reserved. (Performance Bond)**

4.9 **Reserved. (Fidelity Bond)**

4.10 **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.

4.11 **No Responsibility for Public Contracting.** Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of its preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders/proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**



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

(a) Commercial General Liability Insurance with limits not less than \$10,000,000 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 \$2,000,000 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)**

(f) **Reserved. (Cyber and Privacy Liability Insurance)**

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

**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) **Reserved.**

**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. (Pollution Liability Insurance)**

**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.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any

omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

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

5.3.1 **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.

5.3.2 **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.

5.3.3 **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.



#### 5.3.4 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.

5.3.5 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		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, 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
		9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
8.2.2	Default Remedies		

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. (Slavery Era Disclosure)**

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of 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. (Sugar-Sweetened Beverage Prohibition)**

**10.17.2 Reserved. (Packaged Water Prohibition)**

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

## **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:	Katie Miller San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, CA 94102 <a href="mailto:kmiller@sfwater.org">kmiller@sfwater.org</a>
To Contractor:	Name Title HDR Stantec JV 201 California Street, Suite 1500 San Francisco, CA 94111 Email

	Phone
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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. (Information and Communication Technology Accessibility)

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. (Payment Card Industry ("PCI") Requirements)**

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

### **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. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. 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**

**CONTRACTOR**

Recommended by:

[company name]

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

\_\_\_\_\_  
[name of authorized representative]  
[title]  
[optional: address]  
[optional: city, state, ZIP]

City Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

**Appendices**

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



## **Appendix A Scope of Services**

### **I. Project Definitions**

The Contractor will serve as the Program Management Consultant (PMC) to provide programmatic support services for delivery of the Water Capital Improvement Program (CIP).

The Water CIP has been challenged with project deliverability and prioritization of competing projects with limited capital funding. The PMC will support Staff (Infrastructure, Water Enterprise, and Finance) on developing a cohesive Water CIP that meets the strategic operational objectives and Level of Service (LOS) Goals of the Water Enterprise and is deliverable and affordable for ratepayers. The San Francisco Public Utilities Commission (SFPUC) will also request support from the PMC in evaluating capital needs beyond the 10-year horizon to understand long-term asset management needs as well as the impact to affordability for ratepayers.

The PMC will work under the direction of the SFPUC's Water CIP Director (Program Director) or designee.

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

#### **1. Program Administration (P)**

- 1.1 Program Contract Management
- 1.2 Program Management Charter
- 1.3 Program Management Plan
- 1.4 Document Management
- 1.5 Quality Management

#### **2. Strategic Capital Planning (S)**

- 2.1 Program Review and Alignment
- 2.2 Long-Range Capital Planning and Delivery
- 2.3 Adaptive Management Process
- 2.4 Asset Management Integration

#### **3. Program Delivery (D)**

- 3.1 Pre-Construction Program Safety
- 3.2 Program Performance Metrics and Lessons Learned
- 3.3 Risk Management
- 3.4 Facilities Integration Plan
- 3.5 Project Labor Agreement Support
- 3.6 Diversity, Equity and Inclusion Support
- 3.7 Quality Control (Planning and Design)
- 3.8 Communications and Reporting Support
- 3.9 Cost Estimating
- 3.10 Operations Coordination
- 3.11 Program Deliverability Review

#### **4. Project Technical Support (T)**

- 4.1 Project Delivery Review
- 4.2 Project Planning Support
- 4.3 Specific Project Planning Support
- 4.4 Seismic Evaluation/Standards
- 4.5 Hydraulic Modeling and Systems Engineering
- 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency
- 4.7 Design Standards Review and Recommendations
- 4.8 Technology Transfer, Training, and Professional Development
- 4.9 Emerging Technologies Review and Utility Expertise
- 4.10 Value Engineering
- 4.11 Independent Technical Reviews and Input
- 4.12 Building Information Modeling and Asset Digitization

## **II. Description of Services**

### **Task 1 Program Administration**

Following the Notice to Proceed, the Consultant will work with the Program Director to determine what staff (if any) to co-locate in SFPUC office space. The PMC must have the ability to staff SFPUC offices as requested, from San Francisco to Moccasin.

#### **SUBTASK 1.1 Program Contract Management**

The PMC will assign a Program Contract Manager to track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. The PMC must also track task participation, work scope development, and hours (by individual). The Program Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract progress updates and securing required resources. The PMC, subject to Program Director's approval, will recommend the format and contents for the quarterly progress update reports initially and update them as requested thereafter.

The Program Contract Manager will be responsible for the quality assurance/quality control (QA/QC) of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and Other Direct Costs (ODC) requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate when submitted to the SFPUC. PMC must address questions or errors in the invoices promptly prior to submitting to the Program Contract Manager and the SFPUC.

#### **SUBTASK 1.2 Program Management Charter**

As an initial task, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Charter for the contract. All parties must agree to this Charter, which will set out goals, objectives, and key results that are specific to the execution of this contract. Examples of objectives may include improved program delivery, improved resource allocation, decreased operational and financial risk, improved cost efficiency, higher level of staff and contractor diversity, higher level of stakeholder engagement, and others. The PMC must develop



methods for measuring progress and provide quarterly reports and revisit and update the Charter annually.

### **SUBTASK 1.3 Program Management Plan**

As applicable immediately after the award of this Contract, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Plan (PMP) for the contract. The PMP will be the overarching roadmap for all PMC team members working on the Water CIP. The PMC will develop the PMP initially as a draft for input and approval by the Program Director and SFPUC management. The PMC shall update the PMP annually to include relevant emerging topics and any appropriate reorganization to incorporate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

- Table of Contents
- Water CIP Overview
- Levels of Service
- PMC Charter
- PMC and Water CIP Staff Organization and Organizational Charts
- PMC Management Approach
- Capital Planning and 10-Year CIP Budget Update Support
- Water CIP Baseline Schedule and Budget Overview
- Water CIP Delivery Performance
- Program Delivery Resource Plan
- Program Achievements and Milestones
- Program Procedures and Controls
- Risk Management Plan
- Evaluation of Operational Risk versus Affordability
- Internal and External Communications Plans
- Finance Plans and Audits
- Quality Management

The PMP may also include annual updates to specific activities and strategies that contribute to the success of the program, such as the following:

- Program Review, Optimization and Validation
- Contracting Resources and Strategy
- Operations and Maintenance Strategy, Coordination
- Internal and External Stakeholder and Agency Coordination
- Environmental Planning and Permits
- Health, Safety and Security
- Lessons Learned
- Technology Transfer/Training
- Work Force Development
- Diversity, Equity and Inclusion Initiatives
- Local Business Enterprise (LBE) Contracting Compliance

- Asset Management Support
- Change Management and Control
- Sustainability and Resilience Strategies
- Right-of-Way/Easements/Property Acquisition
- Integration of Software Systems
- Legislative Requirements
- Project-Specific Support, Changes, and Notable Highlights

#### **SUBTASK 1.4 Document Management**

The PMC team will assist the Program Director and Staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), adhering to and helping further develop SFPUC procedures and guidance for already created document management systems, and coordinate with Staff to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee the document management system and to ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all critical hard copies. The PMC will organize documentation indices and assign each document with a tracking number.

#### **SUBTASK 1.5 Quality Management**

The PMC will create and update a Quality Management Plan for monitoring and assuring highest level of quality in all work products and communications. The Quality Management Plan will define contract-specific quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC should follow to provide high-quality deliverables for all phases of project delivery.

The PMC will perform QA services on its deliverables and will document the reviews performed as per procedures using appropriate QC checklists. The Quality Management Plan will outline all independent reviews required, checklists used for the reviews, and specifying milestones regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and the Water Enterprise.

### **Task 2 Strategic Capital Planning**

The SFPUC is currently evaluating improvements to its capital planning processes with goals of improving deliverability, accountability, transparency of operational risk, and affordability for ratepayers. Through collaborative staff review and suggested improvements to processes and procedures, SFPUC hopes to improve the delivery of the Water CIP in terms of on-time spending of funding appropriations, on-budget delivery of successful projects, and smooth transition of facilities to adequately resourced and prepared operations and maintenance staff. The PMC team will be a critical partner for developing and implementing improvements to the capital planning and budgeting process over the duration of the contract.

The PMC team will support the Staff in the following sub-tasks for Strategic Capital Planning.

## **SUBTASK 2.1 Program Review and Alignment**

The PMC will review the current Water CIP, including but not limited to:

- Review current program goals, compliance with Water LOS, project prioritization, and desired outcomes.
- Review timing of construction windows with Staff. For example, many Hetch Hetchy Water Power (HHWP) projects rely on an outage of the Hetch Hetchy System, requiring the Bay Area water supply and treatment systems to meet SFPUC water deliveries during the HHWP construction outage. Construction outages and project priorities must be evaluated across the Regional System to determine interdependencies, project schedule risk, and consequences and mitigations for schedule delays.
- Review organizational structure and roles/responsibilities for program and project delivery.
- Review current capital planning process performed by Water Enterprise, Infrastructure, and Finance teams.
- Review current capital projects to assure that all projects are appropriately scoped, budgeted, sequenced, and meet performance criteria, and that achievable schedules and spending plans have been developed.
- Support Staff to align and/or update the Water CIP during budget updates.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet the stated need and performance criteria.
- Validate that each project has a sound business case, aligns with Water LOS, and makes best use of resources.
- Identify and make recommendations regarding permitting requirements for all projects, as needed.
- Recommend improvements to the planning and execution of the current Water CIP; identify conflicts or synergies between projects and programs; facilitate more effective delivery of individual projects, including efficient use of resources; and coordinate future operation and maintenance requirements (current and anticipated) for the Water Enterprise.
- Recommend an integrated strategy for determining operational and maintenance requirements early in projects and to be updated throughout the projects' development including best practices for implementing resource allocation, training, and successful asset on-boarding for successful and sustainable operation and maintenance of future facilities.
- Recommend updates to the Water CIP, based on identified needs for capital improvement of the water system, including new projects into the Water CIP.
- Review and recommend construction contracting strategies, e.g., traditional design-bid-build construction, design-build, and construction manager/general contractor. For collaborative (alternative) contracting strategies, the SFPUC may be interested in exploring some combination of design, build, finance, and operation/maintenance (DBFOM) strategies for delivery of projects, especially operation and maintenance

activities for up to five years following start-up.

### **SUBTASK 2.2 Long-Range Capital Planning and Delivery**

The PMC will work with Staff to develop and support a framework for long-range capital planning and delivery with confirmation of current drivers and long-term levels of service goals. As part of this framework, the PMC will consider future/evolving drivers, including condition of assets, operational risk, financial affordability, staffing resources/deliverability, environmental impacts, climate change, new regulatory requirements, water supply and drought management, opportunities for innovation and energy optimization, multi-city-agency opportunities, etc., to develop the capital planning and delivery framework. SFPUC will incorporate the projects identified from the review of the current Water CIP into the long-range capital planning framework.

Using this framework, the PMC will support the Staff to identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to operational risk (likelihood of failure and consequence of failure), regulatory and policy drivers, hydraulic adequacy and redundancy, sustainability, maintenance history, financial affordability, and other factors tied to the LOS Goals.

The PMC will support the Staff to develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the Water CIP in years 1-5 will be made annually (September 30). Annual review will allow the Water Enterprise Divisions to correct for unspent appropriations and allow for development of a plan to address project delays, i.e., get projects back on track, prior to the biennial update to the 10-Year Water CIP.

### **SUBTASK 2.3 Adaptive Management Process**

The long-range capital planning and delivery framework will be a living document and a guideline for a continuous adaptive management process. The framework will be updated with the Staff as needed to reflect changes in the current and future drivers. New drivers will be added to the framework as changes to the climate, environment, regulations, and internal workforce etc., continue to evolve.

The adaptive management process will continue to prioritize the projects and programs over a 2-year, 10-year, and 20-year timeframe during each bi-annual 2-year budget and 10-year capital planning process. The project scope and definitions will be continuously refined and optimized during each update. The adaptive management process will be collaborative with Staff.

### **SUBTASK 2.4 Asset Management Integration**

The SFPUC may task the PMC to support Staff with condition assessment and asset management integration. The SFPUC may task the PMC to work with Staff to develop best practices and procedures for integrating project data and maintenance requirements from capital projects into the Water Enterprise's computerized maintenance management system (Maximo). The SFPUC may task the PMC to review current Infrastructure procedures and provide recommendations to improve the processes of commissioning and decommissioning assets during the design, construction and close-out phases of projects, and to more clearly define the roles and responsibilities of the contractor, Infrastructure and the Water Enterprise Divisions at each phase

of the project. Finally, the SFPUC may task the PMC to support the Water Enterprise Divisions to ensure that all documents for new assets, including but not limited to as-built and record drawings, spare parts requirements, standard operating procedures, and long-term operations and maintenance requirements and resources, meet acceptable levels of quality and are received prior to project close-out.

The SFPUC may task the PMC to assist with efforts to create capital project risk and prioritization tools to provide transparency of their operational risk and funding needs. To prioritize capital funding across the Water Enterprise, the Water Enterprise Divisions may collectively work with the PMC to build “dependency” into their risk prioritization tools to manage priorities of the Water CIP across the Divisions.

### **Task 3 Program Delivery**

#### **SUBTASK 3.1 Pre-Construction Program Safety**

Working with the SFPUC’s Health and Safety Division staff, the PMC will prepare a Health and Safety Plan for Water CIP pre-construction activities and appropriate training and compliance reporting will be identified. In addition, the SFPUC may task the PMC to:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction to SFPUC and contractor staff on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training for staff and consultants on accident prevention methods and the elimination of unsafe acts and working conditions. Review safety documents including, but not limited to, safety manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

#### **SUBTASK 3.2 Program Performance Metrics and Lessons Learned**

PMC will review SFPUC’s financial and project controls systems as well as other project data and recommend key performance indicators to monitor and trend over time. Other data that may provide key performance information (such as number of staff positions and vacancies, number and size of professional services and construction contracts, reasons for schedule and budget variances) will also be recommended and developed for simplified collection, monitoring, and trend analysis. In addition, the PMC will review and develop improvements to methods for collecting, analyzing and communicating lessons learned from various project phases. PMC will monitor key performance data and make recommendations for improvements from trends and data as part of the program’s quarterly status update report (as required under Subtask 1.1 Contract Management). PMC must communicate lessons learned effectively through a repeatable and easily accessible medium to facilitate effective knowledge transfer.

### **SUBTASK 3.3 Risk Management**

The SFPUC may task the PMC to support the development and implementation of a risk management plan to manage program risks. PMC may review and suggest refinements to program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC may support development of a process to identify program risks and develop mitigation strategies.

The PMC may assist the SFPUC to develop, review existing, and/or refine program and project level risk management plans for the preparation and maintenance of a risk register for the program, identifying programmatic and project-related risks (e.g., resources, procurement, escalation, market conditions) associated with the program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

The PMC may assist the SFPUC to develop and implement processes and tools for the identification of program and project risks and opportunities. The PMC may work with project staff to evaluate each project for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.) throughout each phase of the project to be updated at each project's major milestone. SFPUC may task the PMC to develop a risk register for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation. The PMC may develop or recommend updated procedures for developing, evaluating, updating and managing project risks.

### **SUBTASK 3.4 Facilities Integration Plan**

The PMC will assist in preparing a Facilities Integration Plan for the Water CIP. The Facilities Integration Plan will detail system and project-level shutdown requirements and physical and operational modifications for the existing and future system that may impact other facilities, projects, resources (such as electrical capacity) or operation and maintenance requirements. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging areas (acquisition, lease or other), equipment or spare parts storage, shutdown requirements and limitations, long-term resource requirements for operations and maintenance, and staff and resource availability.

### **SUBTASK 3.5 Project Labor Agreement Support**

The SFPUC has a Project Labor Agreement that applies to the construction work in the WSIP, WECIP and HCIP (<https://sfpuc.org/pla>). The PMC may assist with managing Project Labor Agreement compliance and updates as directed by the SFPUC. Further, the PMC may provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

### **SUBTASK 3.6 Diversity, Equity and Inclusion Support**

The PMC may provide support integrating capital program delivery and partnering with local communities incorporating SFPUC's direction as described in Section 1.5 for Diversity, Equity and Inclusion (DEI) in support of SFPUC's policies described in Section 2.2. An initial task will be to assess capital program delivery from a DEI perspective. These efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin.



### **SUBTASK 3.7 Quality Control (Planning and Design)**

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases.

The PMC may prepare a quality management plan outlining recommendations for independent reviews and specifying milestones for when the reviews will occur. The PMC may provide QC services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services may include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services.

The PMC will provide technical specialists with a diverse range of expertise, including but not limited to expertise in geotechnical, seismic, hydraulics, process, mechanical, electrical, environmental, instrumentation and controls, and security systems engineering and science for facilities including dams, water supply facilities, hydroelectric generation and transmission facilities, water treatment plants, tunnels, pipelines, pump stations, water metering systems, and distribution systems.

### **SUBTASK 3.8 Communications and Reporting Support**

The PMC will provide a Program Communications Coordinator and staff to support programmatic and related communications for the Water CIP. The PMC Communications Coordinator will work closely with SFPUC Communications staff to conduct an evaluation of the current Water CIP communications program, and then develop and implement an updated Water CIP strategic approach and a Communications Plan specific to the Water CIP. The Communications Plan will be evaluated and updated over time, including updates to messaging and key stakeholders, and as needed to account for major Water CIP milestones or regional or national events. Project-specific communications support may be provided by the SFPUC or project-specific teams. If necessary, PMC communications staff may support limited project communications.

The PMC Communications activities, deliverables and support may include, but not be limited to:

- Supporting the development and implementation of an updated Water CIP Communications Plan
- Developing key messaging and frequently asked questions
- Creating informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Creating videos
- Developing website content
- Creating graphics, such as maps, figures, infographics, and other visual communication tools
- Developing presentations and associated talking points
- Developing media press releases and press kits
- Developing surveys
- Tracking/activity reports for all outreach and engagement activities
- Writing industry articles and award submittals
- Translating materials into different languages

- Assisting in planning and organizing communication events such as stakeholder meetings or contractor outreach.

### **SUBTASK 3.9 Cost Estimating**

SFPUC may task the PMC to review and refine cost estimating standards to be used for all Water CIP projects by Staff and outside consultants for project, construction, and facility lifecycle cost estimates. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various consultants. SFPUC may task the PMC to develop guidelines for cost estimates including calculation of escalation, incorporation of market factors, use of contingencies at various phases and milestones, and long-term facility lifecycle cost analysis.

The PMC will provide a Lead Cost Estimator for the Program who will be responsible to oversee all cost estimating activities by the PMC. SFPUC may task the PMC to prepare preliminary cost estimates for new projects and/or to assist the SFPUC with the development of Planning-level project cost estimates. The PMC will work with the Program Director, the Senior Project Managers and Engineers, and other Staff during this phase of work to determine the anticipated scope of work, preliminary performance criteria, and level of effort for each project. The team will evaluate each project for escalation and other risks. The team will also consider linkages to other projects, sequencing, and operating permit restrictions.

During the Design Phase, SFPUC may task the PMC to provide quality assurance and cost estimate review. SFPUC may task the PMC to provide cost estimating support for capital improvement projects throughout their development. The PMC may also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

The PMC may support SFPUC Finance, Rate Evaluation, City Bond Sales and Budgeting with cash flow projections.

SFPUC may task the PMC with developing project life cycle cost estimates during the Planning and Conceptual Engineering phases of project development. The life cycle costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information for the estimated life of the asset. SFPUC may task the PMC to update the life cycle cost estimates when the project is at 95% Design. The PMC may refine the format for the presentation of life cycle cost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public.

### **SUBTASK 3.10 Operations Coordination**

SFPUC may task the PMC to review program practices for project participation by Water Enterprise Divisions and make recommendations to processes, procedures, and roles/responsibilities to enhance an earlier and more comprehensive understanding of operations and maintenance (O&M) resource requirements early and throughout the project. This may include higher level of participation and input by Water Enterprise staff, greater and earlier requirements to estimate resources needed for effective and long-term facility O&M, support for resource determination and allocation, training and technology transfer, pilot and start-up testing



support, and other actions to better facilitate smooth transition of project assets to long-term sustainable operations. Infrastructure Procedures may be reviewed by the PMC to recommend opportunities to improve earlier and more detailed development of O&M needs and requirements at each phase of the project.

### **SUBTASK 3.11 Program Deliverability Review**

The PMC may assist the SFPUC in performing resource and staffing assessments to determine ability to deliver the program effectively and make recommendations for resource additions, enhancements, or reallocations in order to improve program deliverability.

## **Task 4 Project Technical Support**

SFPUC may task the PMC to provide project-specific technical support.

San Francisco City staff with relevant experience, including SFPW, will be given the first offer to provide services under this Task. The first offer to provide services is contingent upon SFPUC's in-house and SFPW's ability to deliver the requested services that meet SFPUC standards for quality, schedule, and budget, without impacting other commitments for project work already being performed.

### **SUBTASK 4.1 Project Delivery Review**

SFPUC may task the PMC to support the Program Director in overseeing all pre-construction activities, including engineering design, project management functions and project team performance, and may help develop and update annually a list of critical Water CIP projects for additional oversight. The PMC may provide engineering expertise in the form of value engineering, third party review, technical advisory panels, cost estimating, management review, and progress evaluations for the design development of projects, and support project teams to verify that in-house and contractor planning and design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress. SFPUC may task the PMC to verify that project teams are complying with all established Infrastructure procedures, program and project-specific design criteria, the internal QC standards established by the EMB, and that the projects continue to conform to the LOS, performance criteria, objectives, and design criteria established for each project.

### **SUBTASK 4.2 Project Planning Support**

#### **Condition Assessment Support**

SFPUC may request the PMC to perform baseline condition assessments for water and power facilities to assess their current condition and remaining lifespan. These assessments will inform the development and prioritization of scope, schedule, sequence of elements, and estimated cost of capital projects. The PMC will coordinate condition assessments with Water Enterprise Divisions and document the investigations to establish the condition of each major asset in accordance with current asset management practices. Each process and function will be evaluated based on its risk and consequence of failure, maintenance requirements, and ability to meet current and future requirements for performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will

develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards.

Deliverables for conditions assessment will be defined by task order.

The Water Enterprise Divisions may task the PMC to assess conditions of facilities down to the asset level. Deliverables may include Excel data sheets for condition that can be imported into the Division's computerized maintenance management systems (Maximo). The condition assessments (desktop and field) will be conducted in coordination with the Water Enterprise Divisions, and may include SFPUC Project Managers, and other Staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific Water CIP projects. All condition assessments will utilize SFPUC data, if available, and provide details on deficiencies, remaining lifespan, maintenance requirements, capital and lifecycle cost, and prioritization.

### **Needs Assessment Support**

Staff will lead the development of the Needs Assessment subphase and may request PMC support for selected projects based on the capital planning process and schedule. The Needs Assessment subphase may include the development of preliminary project scope and performance criteria, including data collection and analysis, back-up documents for performance requirements, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

### **Project Alternatives Analysis and Conceptual Engineering Support**

The SFPUC will lead the development of project alternative analysis and conceptual engineering and may request PMC support, including up to 10% design based on the Needs Assessment subphase. The PMC may support Staff with the development of alternative analysis, including alternatives development, comparison of alternatives to LOS goals and objectives, development of asset performance criteria, review of operations and maintenance requirements for each alternative, estimates of lifecycle and construction costs and schedules, utilizing triple bottom line (TBL) or other sustainability metrics, drafting and/or reviewing Alternative Analysis Reports (AAR), figures and presentations. The PMC may support the Staff with the development of Conceptual Engineering Reports (CER), including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

### **SUBTASK 4.3 Specific Project Planning Support**

SFPUC may task the PMC at the initiation of the contract to perform planning evaluations including alternatives analysis and conceptual engineering for five regional Alternative Water Supply (AWS) projects and one local AWS project that are detailed below and in the report in Appendix C6. The AWS Program to increase water supply reliability for the Regional Water System is currently evaluating six projects: two storage expansion projects with associated conveyance alternatives and supply; one recycled water project that offsets groundwater pumping; and three regional purified water projects. Each of the regional AWS projects increases the reliability of regional supplies in dry years when surface water supplies are most vulnerable. In addition, local AWS projects reduce demand from retail customers in San Francisco and thus

benefit the Regional Water System reliability. One proposed local AWS project, PureWaterSF, explores the reuse of treated San Francisco wastewater effluent through advanced purification to meet stringent drinking water standards as a future sustainable water supply. These projects are at different stages of planning and design, and their need for funding and commitment for implementation will be staggered. Under this contract, the PMC may support Staff to perform planning evaluations and design review for six projects as outlined below. Future requirements may require evaluation of different, additional, or expanded projects from those listed in this RFP.

### 1) Los Vaqueros Reservoir Expansion Project

The Los Vaqueros Expansion (LVE) Project is a storage project that can provide up to 40,000 acre-feet of additional carryover storage for the SFPUC. Located outside of the SFPUC's service area, it can provide a strategic location for storage and access to potential new water supplies. Environmental review for the LVE is complete, and the State has approved conditional funding for the project. Additional federal loans and grants are likely to become available. The project provides both urban water supply benefits as well as environmental benefits. Based on early modeling, SFPUC anticipates that dry-year conveyance capacity in the Department of Water Resources (DWR)-owned South Bay Aqueduct will be sufficient to accommodate SFPUC deliveries into the Regional Water System at San Antonio Reservoir or by exchange with partner agencies.

SFPUC's participation in the LVE Project would also necessitate implementation of companion projects: Supply Alternatives for LVE and Conveyance Alternatives for LVE, both of which are in early planning stages of development. Because the SFPUC's system is not hydraulically connected to the Los Vaqueros Reservoir, both a supply source and delivery mechanism are critical to realizing the benefits of storage from LVE.

For the Conveyance Alternatives, the SFPUC will design improvements to increase the capacity of an existing connection owned by DWR between the DWR's South Bay Aqueduct and the SFPUC's San Antonio Reservoir to accommodate dry year deliveries from the Los Vaqueros Expansion project. Under this contract, the SFPUC may task the PMC to work with Staff to review performance objectives, prepare AAR, prepare CER, and provide design review support for the Conveyance Alternatives for LVE in coordination with DWR and SFPUC.

### 2) Daly City Recycled Water Expansion Project

The Daly City Recycled Water Expansion Project will provide recycled water to users that pump groundwater from the South Westside Basin to meet irrigation needs. By replacing the source of supply for irrigation, up to 0.7 mgd may be available in the South Westside Basin in a dry year, on an average annual basis. This project supports the Regional Groundwater Storage and Recovery project by minimizing the risk that use of the South Westside Basin by irrigation customers could affect availability of supplies and groundwater operations in dry years when water is scarce. Competition for supplies and the need for mitigation of potential impacts in the South Westside Basin in dry years can be reduced or eliminated by providing an alternate supply source for non-potable uses in the South Westside Basin.

SFPUC has completed environmental review and 30% design for this project. Under this project, the SFPUC and project partners will co-locate a new tertiary treatment plant with Daly City's existing recycled water facility to product 1.06 mgd (annual average) water for the irrigation of

cemeteries in Colma and other municipal and local uses. In addition to treatment, the SFPUC and project partners will build a new transmission pipeline, storage tank, and pump station. The SFPUC will not own or operate the treatment facility, storage tank, or pump station. The pipeline may be owned by the SFPUC, but would likely be operated by Cal Water as it is within that entity's service area.

For the Daly City Recycled Water Expansion Project, SFPUC may task the PMC to review design documents and recommend modifications in design for consistency with SFPUC standards, as needed.

### 3) South Bay Purified Water Project

SFPUC is exploring this purified water project in coordination with the cities of San Jose and Santa Clara as a means of delivering dry year supply to the SFPUC and all-year supply to San Jose and Santa Clara. The initial project concept explored by the SFPUC and Cities would deliver 3.5- mgd of dry year supply to the SFPUC and 6.5 mgd in all years to San Jose and Santa Clara. By delivering dry-year supply to the SFPUC, the project can offset some of the impact of potentially providing permanent status to these (currently) interruptible wholesale water customers. The SFPUC Commission has committed to making a decision regarding permanent status designation for the two cities by December 2028. To support that determination, SFPUC would benefit from completion of the environmental review of potential additional supplies prior to that decision.

SFPUC would not operate this project as currently envisioned; the project would either be operated by the cities of San Jose and Santa Clara or another entity such as a Joint Powers Authority in all years and provide water to the SFPUC only in dry years when SFPUC projects a shortfall to meet the demands of SFPUC customers. SFPUC would own facilities relating to delivery of water to the Regional Water System including storage tank, pipeline connection from treatment to transmission, and pump station. While the initial feasibility study for this project is positive, SFPUC requires additional studies, such as the evaluation of brine discharge options and operation and distribution needs, to fully determine its viability.

For the South Bay Purified Water Project, the SFPUC may task the PMC to support Staff (1) to prepare the AAR and CER for project elements that would be owned and operated by the SFPUC, and (2)\_to coordinate with the greater project team for SFPUC's participation.

### 4) PureWater Peninsula

The PureWater Peninsula project would generate up to 12 mgd of purified water. This project would facilitate conveyance of treated wastewater from Silicon Valley Clean Water (SVCW) and the City of San Mateo to a new advanced water treatment facility to produce purified water; the purified water could then be discharged into Crystal Springs Reservoir or blended into the SFPUC's Regional Water System directly. The SFPUC may task the PMC to support Staff to provide planning evaluations including AAR and CER for the PureWater Peninsula project. The SFPUC, or a Joint Powers Authority including the SFPUC, may be the primary owner and operator of the PureWater Peninsula project facilities. These facilities are envisioned to include: new treated water pipeline(s) to the new treatment facility (from San Mateo and/or Silicon Valley Clean Water); advanced purified water treatment facility; power facilities; pump station; one or more purified water pipelines to the Regional Water System and/or Crystal Springs Reservoir; modifications (if needed) to the Pulgas Dechloramination Facility; and various

ancillary facilities. The SFPUC may task the PMC to support Staff to review performance objectives and an AAR that is being prepared by Water Enterprise. SFPUC may task the PMC to subsequently prepare the project CER.

#### 5) Calaveras Reservoir Expansion Project

The Calaveras Reservoir Expansion project may provide between 22,000 acre-feet and 290,000 acre-feet of additional storage depending on the height of the dam raise. The additional storage may result in estimated available supplies of up to 2.7 to 28.6 mgd in a dry year, on average over 7.5 years of an 8.5-year design drought. In 2018, the SFPUC completed the Calaveras Dam Replacement Project (CDRP), which involved construction of a new dam at Calaveras Reservoir that will allow future dam height increases. Following this construction, SFPUC conducted the Calaveras Dam Raise Feasibility Study (AECOM 2020, Appendix C7), which identified four potential dam raise scenarios and compared the corresponding increases in capacity against project costs. Increasing the dam height could allow for increased storage of surplus water that could be redirected from other areas of the Regional Water System. Also, the Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks, 2022, Appendix C8) evaluated eight alternatives to convey water into an expanded Calaveras Reservoir. SFPUC requires additional investigation before making specific project recommendations.

The SFPUC may task the PMC to support Staff to prepare an AAR followed by a CER for the Calaveras Reservoir Expansion Project, consisting of two major interrelated scope items:

Calaveras Dam Raise: The purpose of the Calaveras Dam Raise is to develop reservoir expansion alternatives that compare curves of estimated construction cost versus reservoir elevation and capacity for SFPUC's water supply planning purposes. The current reservoir has a capacity of 92,000 acre-feet at spillway crest elevation 756.2 feet. SFPUC may task the PMC to compare cost, environmental, geotechnical, operational, and other criteria.

Calaveras Reservoir Conveyance System: The purpose of the Calaveras Reservoir Conveyance System is to evaluate alternatives for conveying Regional Water System water to Calaveras Reservoir via existing, new, and/or modified water transmission infrastructure. The AAR will evaluate a range of flows and configurations to determine impacts, costs, benefits, operations challenges, environmental considerations, and other criteria.

The SFPUC may task the PMC to review all pertinent background information and previous analyses for the project and provide planning engineering support. Potential work elements may include topographic survey, geotechnical investigation, data interpretation and analysis, evaluation of operations and maintenance benefits and challenges, cost estimates, right-of-way and easement support services, pipeline conceptual design, tunnel conceptual design, utility location, potholing, hydraulic modeling, surge analysis, pump station conceptual design, corrosion assessment, condition assessment, structural dam conceptual design, structural, mechanical and electrical design for electrical substation and valve vaults.

#### 6) PureWaterSF Demonstration Facility

The PureWaterSF project envisions producing 4 mgd of purified water within San Francisco from two purified water treatment plants and meeting up to 1.2 mgd of non-potable supply. The SFPUC could operate one treatment plant on the east side of San Francisco to deliver about 2 mgd of drinking water in addition to 1.2 mgd to meet the non-potable demands associated with existing dual-plumbed buildings. The SFPUC could operate a parallel plant on the west side of



San Francisco to deliver up to 2 mgd of drinking water into the distribution system. To advance this Local AWS project in the retail service area, SFPUC is planning to build and operate a small demonstration scale (up to 1 mgd) advanced treatment facility in compliance with new regulatory standards for Direct Potable Reuse in California that will provide information for public outreach, data collection, and operator training. The treatment facility will pull feed water from an existing sewer line. SFPUC has not yet determined the location for the demonstration facility, although SFPUC has identified a leading candidate site and 1-2 potential alternatives. The SFPUC may task the PMC to support Staff to develop performance objectives, prepare AAR including site location, and prepare CER for the demonstration treatment facility. SFPUC may also task the PMC to support related public outreach, data analyses and operator training and input.

#### **SUBTASK 4.4 Seismic Evaluation/Standards**

The SFPUC may task the PMC to support the Infrastructure EMB and Water Enterprise in evaluating asset-specific seismic risks and consequences using data, models, and other available tools. If requested, the PMC may support the development or refinement of asset type specific levels of service, seismic evaluation processes, and seismic design standards for any or all Water Enterprise facilities, including dams, tunnels, pipelines, treatment plants, hydroelectric facilities, and systems such as distribution and transmission systems. The seismic design standards may be incorporated into the Water CIP design standards.

#### **SUBTASK 4.5 Hydraulic Modeling & Systems Engineering**

SFPUC may task the PMC to provide specialized modeling expertise in the areas listed below. All modeling efforts will be collaborative and supported by Staff subject matter experts. Any models developed for the program will be considered property of the SFPUC; the SFPUC may request training and maintenance support for long-term and/or in-house implementation of the models or software systems.

- **Hydraulic Modeling:** Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, pressure driven and demand driven pipe network models, to evaluate the existing/proposed water network and systems for potential hydraulic issues including meeting LOS goals and performance criteria, future demand scenarios, surge, and other scenarios. Recommend operational or design modifications to address system hydraulic issues.
- **Physical Models:** Utilize and collaborate with appropriate laboratories to develop physical model(s) to simulate system or facility hydraulics and identify hydraulic issues in the existing/proposed structure including dams, pipelines, treatment plants, etc. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with Staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.
- **Water Quality Modeling:** Perform time-related water quality simulations to predict system performance and trends and to recommend solutions. These simulations may be related to groundwater quality, surface raw water quality and treatment, and

transmission/distribution system water quality.

- **Treatment Plant Modeling and Optimization:** Evaluate and utilize numerical tools to identify opportunities to optimize the current treatment plant processes at water treatment facilities and quantify optimization benefits. Foster collaboration between Staff subject matter experts and industry experts on development and implementation of the optimization tools.
- **Distribution System Optimization:** Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current water distribution system strategies for pipeline replacement and facility improvements, including evaluations related to leak detection and repair, water quality, main break data evaluations, pipeline condition assessments and testing, and evaluations of alternative methods for pipeline rehabilitation and maintenance. Provide support to maintain or improve existing tools, such as the hydraulic model and geographical information system (GIS) database, used for operational decision support for the distribution system, including valve exercise program, emergency response protocols for main breaks and fire suppression (such as using models to simulate emergency response scenarios), and distribution of critical valves and pipelines for seismic upgrades.

#### **SUBTASK 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency**

SFPUC may task the PMC to support Staff in evaluating response to seismic events and potential changes to climate factors (including precipitation, temperature, groundwater, sea-level rise, storm surges, and wildfires), and their impacts to the water delivery and power generation/transmission infrastructure. The major tasks may include but are not limited to:

- Analyze and review the SFPUC's design standards and boundary conditions related to earthquakes, seismic response, probable maximum flood, and other resiliency planning parameters, as needed on a project-basis and overall, to be reviewed and updated every five years.
- Coordinate with SFPUC Water Enterprise subject matter experts and utilize existing operational data from SFPUC climate change studies to confirm the performance of future Water CIP projects. This includes surface and groundwater projects.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc., review design criteria and guidelines for planning and designing future Water Enterprise facilities. Continue to support the Staff with adaptive management of the water infrastructure facilities.
- Review and update, as requested, Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, lifelines and resiliency plans, wildfire mitigation plans, and other adaptation plans as requested by City staff.
- Support Staff in submitting grant applications that will fund the planning, design, or construction of climate resilience projects.



#### **SUBTASK 4.7 Design Standards Review and Recommendations**

SFPUC may task the PMC to support Staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all Water Enterprise assets.

Water CIP Design Standards include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting, instrumentation controls standards, security, HVAC standards, fire protection, ADA, and/or material standards.

SFPUC may task the PMC to support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards.

SFPUC may task the PMC to support Staff in reviewing and revising the existing Division 1 specifications used in Water CIP contracts for issues that are unique to Water Enterprise to ensure they are clear, including permit and operating restrictions, seasonal and diurnal requirements for water treatment and power generation facilities, shutdown coordination requirements, contractor sanitary work practices, communications and outreach requirements, traffic control, construction staging, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. SFPUC may task the PMC to support Staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to Water Enterprise and clear coordination requirements between agencies and the contractor are included as appropriate.

SFPUC may task the PMC to support the Water Enterprise as directed by the Program Director in performing design criteria audits; and will be required, periodically, to ensure that the design criteria are being met and the procedures are being followed.

#### **SUBTASK 4.8 Technology Transfer, Training, and Professional Development**

SFPUC may task the PMC to work with the Program Director and Water Enterprise senior staff to identify knowledge gaps associated with the implementation of Water CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include asset management, contracting strategies, specialized hydraulic modeling, pump station upgrades, program controls, operational and maintenance requirements, program management, or other project areas that could be beneficial to program delivery.

#### **SUBTASK 4.9 Emerging Technologies Review and Utility Expertise**

SFPUC may task the PMC to support the SFPUC in investigating new technologies being considered for inclusion in Water CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability and resiliency, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. SFPUC may task the PMC to assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC may provide information on the application and performance at other

Water agencies and industrial users. The PMC may develop anticipated capital and long-term operations and maintenance costs and resource requirements for new technologies being considered. The PMC may be required to develop white papers that detail the technology, where it is being used, the level of maturity and cost of the technology, life-cycle cost comparison to traditional technologies, O&M considerations, resource requirements, and the risks and mitigation strategies necessary to enable the technology to be utilized by the Water Enterprise. The white papers will include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

#### **SUBTASK 4.10 Value Engineering**

SFPUC may task the PMC to provide Value Engineering reviews on specified phases of Water CIP projects identified by the Program Director. The review is intended to achieve the highest degree of cost-effectiveness over the long-term while meeting the Water CIP goals and LOS. The reviews will consider capital cost, constructability, construction phasing, operations, and maintenance costs over the life of the asset (Life Cycle Cost), keeping the available staffing resources as part of the comparison.

#### **SUBTASK 4.11 Independent Technical Reviews and Input**

The SFPUC may task the PMC to support the Program Director to oversee pre-construction activities, including engineering design, project management functions and project team performance, and to determine a list of critical Water CIP projects. SFPUC may task the PMC to review the critical projects' planning and design documents for clarity, consistency, and constructability. The PMC may recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC may provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, dam safety, reservoirs, water treatment plants, filtration systems, groundwater wells, groundwater treatment and delivery, recycled water treatment and delivery, tunnels, major pipelines, pump stations, energy evaluations, hydroelectric generation facilities, high-voltage transmission facilities, geotechnical evaluations, trenchless and other construction methods, water loss evaluations, fire suppression water demand, seismic evaluations, and other topics related to the Water CIP. The independent experts and/or TAP qualifications will be evaluated and approved by the Program Director and designees. The independent experts or TAP will interact with project teams to verify that in-house and consultant design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress and verify that the project teams are complying with all established program and project-specific design criteria, the internal QC standards established by the EMB and the requirements of the Infrastructure Quality Management Program.

#### **SUBTASK 4.12 Building Information Modeling and Asset Digitization**

SFPUC may task the PMC to support delivery of the Water CIP by providing Building Information Modeling (BIM) services to Infrastructure and Water Enterprise. Digitization of water facilities is an ongoing effort as part of the Water Enterprise asset management approach to support planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital

planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC may be asked to recommend which projects may benefit from BIM and why, and support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

## **Task 5 - SOCIAL IMPACT PARTNERSHIP (SIP)**

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

- a. Contractor shall provide its Social Impact Partnership (SIP) Commitments (detailed in its SIP Proposal) during the term of the Agreement. The representations, warranties, and other terms contained in Contractor's SIP Proposal will be the basis for a SIP Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.
- 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 to Proceed (NTP) for the Agreement. 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 first NTP by the SFPUC.
- 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 its percentage of completion of project work, the SFPUC may withhold from subsequent payments owed to Contractor for its work on the project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Contractor's project work.
- e. During the term of the Agreement, if Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of project work, the City, in its sole discretion, may deem Contractor in material breach of contract. The City's remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (1) revoke non-compliant Contractor's eligibility for SIP Commitment bonus

- points on future Covered Contracts; (2) assess liquidated damages; (3) withhold progress payments; (4) withhold release of retention; and/or (5) suspend or terminate the Covered Contract.
- 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. In the event that fulfillment of SIP Commitments becomes impossible or impracticable, Contractor may request a modification to its SIP Commitments by documenting the impossibility or impracticability of proceeding with its existing SIP Commitments and proposing one or more alternatives subject to review and approval by the SFPUC as provided in the Covered Contract.
  - i. If the SFPUC modifies or amends the Agreement with a resulting increase to the total value of the Agreement, Contractor shall propose an increase to its SIP Commitment. Such increase shall be (1) proportional to the increase in contract value under the amendment(s) or modification(s) and (2) consistent with San Francisco Administrative Code Section 21F.4, and not increase the costs for delivery of the SIP Commitments to the SFPUC.
  - j. 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 bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract or San Francisco Administrative Code Chapter 21F.

## 2. Project Team

**Nancy Barnes** 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, **Julie Haun**, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

## 3. SIP Commitments.

Contractor shall provide **\$1,045,000** in direct financial contributions and **\$166,500** in volunteer hours. Contractor commits to a minimum total contribution of **\$1,211,500 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	\$ 375,000.00	100	\$ 150.00	\$ 15,000.00	\$ 390,000.00
Small Business Support	\$ 50,000.00	0	\$ 150.00	\$ 0.00	\$ 50,000.00
Public Education	\$ 420,000.00	960	\$ 150.00	\$ 144,000.00	\$ 564,000.00
Environment and Community Health	\$ 200,000.00	50	\$ 150.00	\$ 7,500.00	\$ 207,500.00
<b>TOTAL COMMITMENTS</b>					<b>\$ 1,211,500.00</b>

#### **4. Accountability and Deliverables.**

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

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

##### **a. SIP Plan and Timeline.**

Contractor must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the Notice of Contract Award. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing Contractor's SIP Commitments.

##### **b. SIP Commitments and Reporting.**

- i. Contractor shall deliver the proposed SIP Commitments specified in the SIP Proposal and the SIP Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the SFPUC SIP Program team.
- ii. Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure Contractor completes the measurable commitments during the term of the Agreement) to the SFPUC SIP Program team. The progress reports must identify activities and detail the

quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). Contractor must submit progress reports by the last business day of the month following the close of the previous three-month period.

- iii. Contractor shall submit the reports noted above and any other documentation requested by the SIP Program team so the SIP Program team can report on Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of Contractor's SIP Commitments. Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of Contractor's SIP Commitments.
- iv. Contractor shall also submit a stand-alone annual newsletter to the SFPUC SIP Program team documenting the highlights of the SIP Commitments and outcomes for the year.

## **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.
- 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 by monetary donations or 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 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.

- d. SIP Commitments shall not go to, nor benefit, any City department or employee.
- e. SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- f. Contractor must deliver its SIP Commitments at no cost to the SFPUC.
- g. Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the Agreement.
- h. Only activities commenced after the first NTP for the Agreement is issued will count towards the fulfillment of Contractor's SIP Commitments.
- i. Contractor is obligated to comply with SFPUC's SIP Commitments reporting requirements.
- j. Contractor is obligated to comply with the terms and conditions set forth in this section and in the Agreement.

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's SIP Proposal dated [August 23, 2024](#), 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, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

### **III. General Obligations**

- PMC must implement the Water CIP work in accordance with SFPUC Infrastructure Division's Capital Improvement Plan Procedures.
- All documents generated by the PMC as part of the program/projects included in this RFP must be in conformance with SFPUC standards and formats. PMC must submit all deliverables, depending on type, separately in draft and final document format. PMC must address all comments and/or issues raised during the review of draft documents in the final documents.
- Throughout delivery of the Water CIP and all project phases, PMC will collaborate with the SFPUC Program Team and Project Teams.
- PMC will develop and maintain a schedule indicating the critical path for Task Orders.
- PMC will submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two weeks of date of meetings.
- PMC will submit monthly progress reports five calendar days after the end of each month, and quarterly progress reports that are more comprehensive describing overall contract progress and highlights (see Section 3.1 Subtask 1.1 Program Contract Management).
- SFPUC will provide the Key Team Members identified in Section 4.3 of this RFP with office space at 525 Golden Gate in San Francisco; the individuals must be available in person at least 3 days per week or as requested to attend in-person meetings. PMC must make other PMC staff (such as Lead Team Members in Section 4.4) available to attend in-person meetings at SFPUC offices and facilities as requested, from San Francisco to Moccasin.



#### **IV. Obligations to Prevent Conflict of Interest**

Contractor acknowledges that this agreement includes a broad programmatic scope of work that requires the Contractor to provide oversight and direction on numerous other City projects and contracts. Contractor and its subcontractors are obligated, at all times, to determine whether or not participation in this Agreement constitutes a conflict of interest with its other work for the City. Contractor has the sole, independent, and continuous obligation to comply with the applicable provisions of state and local laws, including but not limited to laws prohibiting conflicts of interest (Agreement Section 10.2) and to avoid circumstances that create an actual or perceived conflict of interest. This includes, without limitation, both existing contracts and any future contracts on which Contractor may propose or bid. The City is not providing legal advice on compliance with these requirements and assumes no responsibility or liability arising from Contractor's reliance on any steps the City takes to resolve or address any conflicts of interest. Contractor should consult with its legal counsel to determine whether a potential conflict exists.

If Contractor becomes aware that an actual or potential conflict of interest may arise due to Contractor's past or current work with the SFPUC, the Contractor must present the potential and/or actual conflict of interest to the SFPUC. For actual or potential conflicts identified by the Contractor or identified by the SFPUC, Contractor agrees and acknowledges that the SFPUC is entitled to take the actions necessary to address any actual or potential conflict of interest, including without limitation the following:

- 1) Exclude the project(s) where a conflict of interest may occur (such as a project where Contractor is performing or has performed final design) from any technical oversight under this Agreement (PMC PRO.0205);
- 2) If Contractor has an existing contract (such as a final design contract) that may be in conflict with the PMC under this Agreement, require Contractor to affect a novation of the remaining work on the existing contract to a qualified subconsultant already on the existing contract, under which the subcontractor would assume a direct contractual relationship with the SFPUC, and the PMC would not provide oversight of that work; and/or
- 3) Terminate for convenience Contractor's existing contract that may be in conflict with this Agreement, and the SFPUC will re-bid, or assign the work to a different contract with similar scope and qualification requirements.

#### **V. 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.

**VI. 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.

**VII. Department Liaison**

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

**VIII. 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.

**IX.** 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 **August 23, 2024**, 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 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 **August 26, 2024**. 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 \$300 per hour for each Key Team Member and Lead Team Member and any Technical Advisory Panel members and \$270 per hour for all other staff, unless the SFPUC Contract Manager authorizes 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.0205 is **3.196**. 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:

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 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.

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;

iv. Task related publishing or advertisement fees;

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

vi. Task-specific safety equipment.

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. Routine travel from Contractor's home office to SFPUC facilities or to Moccasin or other Regional Water System facilities;
- iii. Travel for all Key/Lead Members to attend in-person meetings;
- 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 Staff;
- viii. Equipment to be used by Staff;
- ix. Ergonomic office equipment; and
- x. Postage and courier services that are not requested by 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.

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

Fee Schedule for PUC.PRO.0205: Water Capital Program Management Contract  
HDR Stantec JV

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
HDR	JV Committee Representative	JaNell	Cook	\$ 165.68	3.37	\$270.00	38.18%	1.29
	Program Management Advisor (PMA)	Karen	Pappas	\$ 125.90		\$300.00		
	Dam Engineering Manager (DEM)	Bob	Filgas	\$ 118.21		\$300.00		
	Diversity, Equity and Inclusion (DEI) Specialist	Victoria	Johnson	\$ 100.97		\$300.00		
	Geotechnical Engineering Manager (GEM)	Garret	Harris	\$ 100.17		\$300.00		
	Start-up, Testing, Asset Onboarding Specialist (AOBS)	Scott	Joslyn	\$ 90.88		\$300.00		
	Task 1 Program Administration Lead	Molly	Owens	\$ 86.23		\$270.00		
	Task 3 Program Delivery Lead	Ron	Perkins	\$ 129.24		\$270.00		
	Water Supply and Treatment Delivery Champion	Brian	Wantanabe	\$ 85.84		\$270.00		
	City Distribution Delivery Champion	Dolly	Chen	\$ 101.46		\$270.00		
	Adaptive Process Management	Trent	Stober	\$ 135.74		\$270.00		
	Adaptive Process Management	Roger	Null	\$ 127.32		\$270.00		
	Architectural	Tom	Fortier	\$ 127.70		\$270.00		
	Asset Management	Allan	Scott	\$ 126.38		\$270.00		
	CFD Modeling	Hany	Gerges	\$ 126.40		\$270.00		
	Civil	Bill	Rebik	\$ 86.87		\$270.00		
	Condition Assessment	Dennis	Sanchez	\$ 115.38		\$270.00		
	Condition Assessment	Mike	Higgins	\$ 151.97		\$270.00		
	Construction Planning	Roger	Hatton	\$ 125.40		\$270.00		
	Corrosion	Brien	Clark	\$ 92.10		\$270.00		
	Distribution System Optimization Modeling	Dave	Spencer	\$ 101.23		\$270.00		
	Document Management	Lauren	Bean	\$ 85.69		\$270.00		
	Economics and Funding	Shawn	Koom	\$ 102.13		\$270.00		
	EIT Asset Management	Morgan	DeAngeles	\$ 50.12		\$168.90		
	EIT Civil	Michael	Babayev	\$ 48.27		\$162.67		
	EIT Treatment	Arista	Wu	\$ 44.72		\$150.71		
	Electrical	Josh	DeLa Cruz	\$ 75.28		\$253.69		
	Emerging Technologies Review / Utility Expertise	Chance	Lauderdale	\$ 131.07		\$270.00		
	Environmental Review Permitting Compliance	Leslie	Tice	\$ 111.88		\$270.00		
	Environmental Review Permitting Compliance	Jay	Lloyd	\$ 75.23		\$253.53		
	Estimating Support	Peter	Bredehoeft	\$ 104.14		\$270.00		
	Facilities Integration Plan	LuAnne	McVicker	\$ 152.04		\$270.00		
	Geotechnical	Ed	Woo	\$ 115.90		\$270.00		
	GIS	Joel	Griffin	\$ 87.68		\$270.00		
	Hydraulic Modeling and Systems Engineering	Lisa	Tamura	\$ 79.85		\$269.09		
	Hydropower	Sarah	Kulpa	\$ 94.28		\$270.00		
	I&C	Michael	Cook	\$ 84.60		\$270.00		
	Plant/Optimization Modeling	Christina	Alito	\$ 86.23		\$270.00		
	Program Charter Facilitator	Amy	Shahar	\$ 75.37		\$254.00		
	Program Deliverability Review	Donald	Champenois	\$ 117.79		\$270.00		
	Program Review and Alignment, Construction Planning	Tom	Haid	\$ 152.37		\$270.00		
	Program Review and Alignment	Alice	Wang	\$ 55.58		\$187.30		
	Program Review and Alignment	Chris	Malinowski	\$ 109.16		\$270.00		
	Project Planning Support	Arthur	Xu	\$ 70.52		\$237.65		
	Project Technical Assistant	Cynthia	Bernard	\$ 49.50		\$166.82		
	Project Technical Assistant	David	Zaplava	\$ 31.31		\$105.51		
	Project Technical Assistant	Maika	Winkler	\$ 39.08		\$131.70		
	Project Technical Assistant	Lisa	Brown	\$ 59.20		\$199.50		
	Pump Stations	Ligaya	Kohagura	\$ 108.17		\$270.00		
	Quality Control	Keith	Campbell	\$ 148.65		\$270.00		
	Reservoir Modeling	Nathan	Pingel	\$ 111.53		\$270.00		
	Reservoir Modeling	Mike	Konieczki	\$ 85.78		\$270.00		
	Risk Management and VE Facilitator	Blane	Long	\$ 96.86		\$270.00		
	Roads/Bridges	John	Maniscalco	\$ 126.43		\$270.00		
	Security Systems Engineering	David	Brearley	\$ 110.36		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Crystal	Starr	\$ 94.10		\$270.00		



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Fee Schedule

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HDR Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
	Specific Project Planning Support (AWS) Integrated Water	Jacquelin	Mutter	\$ 98.64		\$270.00		
	Specific Project Planning Support (AWS) Planning Lead	Mallika	Ramanathan	\$ 122.12		\$270.00		
	Specific Project Planning Support (AWS) Purified Water Regulatory Advisor	Jennifer	West	\$ 110.00		\$270.00		
	Specific Project Planning Support (AWS) Technical Lead	Pierre	Kwan	\$ 114.18		\$270.00		
	Structural	Phoenix	Nguyen	\$ 111.89		\$270.00		
	Technical Advisory Panel: Alternative Project Delivery	Guy	Voss	\$ 126.38		\$300.00		
	Technical Advisory Panel: Energy Evaluations	Dave	Reardon	\$ 131.01		\$300.00		
	Technical Advisory Panel: Filtration Systems	Eric	Berggren	\$ 118.87		\$300.00		
	Technical Advisory Panel: Geotechnical Evaluations	Mark	Stanley	\$ 115.36		\$300.00		
	Technical Advisory Panel: Groundwater Treatment / Delivery	Mark	Beebe	\$ 97.24		\$300.00		
	Technical Advisory Panel: High Voltage Transmission	Fernando	Garcia	\$ 126.24		\$300.00		
	Technical Advisory Panel: Hydroelectric Generation	Richard	Miller	\$ 162.74		\$300.00		
	Technical Advisory Panel: Program Management	Julie	Labonte	\$ 192.36		\$300.00		
	Technical Advisory Panel: Trenchless / Other Methods	Paul	Bearden	\$ 115.60		\$300.00		
	Technical Advisory Panel: Water Loss Evaluations	Jeff	Hansen	\$ 95.92		\$300.00		
	Technical Advisory Panel: Water Treatment Plants	Rich	Stratton	\$ 120.00		\$300.00		
	Transmission / Distribution	Dan	Ellison	\$ 119.27		\$270.00		
	Treatment	Ted	Kontonickas	\$ 98.09		\$270.00		
	Treatment	Tyler	Smith	\$ 66.68		\$224.71		
	Treatment Engineer	Luke	Thompson	\$ 53.50		\$180.30		
	Treatment Engineer	Lanelle	Ezzard	\$ 74.11		\$249.75		
	Urban Design	Joey	Scanga	\$ 111.52		\$270.00		
	Water Quality Modeling	Andy	Thuman	\$ 109.66		\$270.00		
	Water Quality / Emerging Contaminants	Edgar	Dymally	\$ 96.16		\$270.00		
	JV Committee Representative	Tama	Snow	\$ 139.18		\$270.00		
	Deputy Program Management Advisor (DPMA)	John	MacKillop	\$ 118.16		\$300.00		
	Pre-Construction Technical Advisor (PCTA)	Janet	Atkinson	\$ 121.73		\$300.00		
	Program Quality Assurance Manager (PQAM)	Craig	Wilcox	\$ 138.81		\$300.00		
	Building Information Modeling Specialist	Rob	Marr	\$ 76.48		\$257.74		
	Hydropower Generation and High Voltage Transmission Engineering Manager (HEM)	Gary	Patel	\$ 104.73		\$300.00		
	Process Engineering Manager (PEM)	Mike	Price	\$ 130.88		\$300.00		
	Technology Transfer and Training Specialist (TTTS)	Nancy	Barnes	\$ 97.85		\$300.00		
	Transmission / Distribution Systems Engineering Manager (SEM)	Joe	Ortiz	\$ 87.68		\$295.48		
	Value Engineering Specialist: Pump Stations	George	Tey	\$ 99.50		\$300.00		
	Value Engineering Specialist: Treatment	David	Permitsky	\$ 128.37		\$300.00		
	Value Engineering Specialist: Tunnels	Greg	Raines	\$ 127.50		\$300.00		
	Task 2 Strategic Capital Planning Lead	Summer	Bundy	\$ 120.14		\$270.00		
	Architectural	Eric	Sanchez	\$ 61.25		\$206.41		
	Asset Management	Adam	Butler	\$ 80.92		\$270.00		
	CFD Modeling	Fangbiao	Lin	\$ 129.07		\$270.00		
	Civil, Transmission / Distribution	Matt	Carpenter	\$ 105.77		\$270.00		
	Condition Assessment: Water Treatment	Bill	Taplin	\$ 103.03		\$270.00		
	Condition Assessment: Conveyance, Rehabilitation Technologies	Erez	Allouche	\$ 77.99		\$262.83		
	Condition Assessment: Dams	Mohammadreza	Mostafa	\$ 96.87		\$270.00		
	Condition Assessment: Power Transmission	Pavlo	Voloshyn	\$ 89.70		\$270.00		
	Construction Planning	Steve	Chavez	\$ 105.37		\$270.00		
	Construction Planning	Ryan	Fane	\$ 81.11		\$270.00		
	Design Standards Review	Khalid	Talaat	\$ 112.55		\$270.00		
	Economics and Funding	Amy	Broughton	\$ 99.53		\$270.00		
	Economics and Funding	Sally	Van Etten	\$ 98.29		\$270.00		
	Electrical	Long	Hoang	\$ 103.37		\$270.00		
	Environmental Review, Permitting, Compliance	Heather	Waldrop	\$ 81.06		\$270.00		

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Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Stantec Consulting Services, Inc.	Estimating Support	Jim	Loucks	\$ 97.80	3.37	\$270.00	38.18%	1.29
	Geotechnical	Maurice	Amendolagine	\$ 73.42		\$247.43		
	GIS	Christian	Raumann	\$ 88.71		\$270.00		
	Hydraulic Modeling and Systems Engineering	Justin	Bartels	\$ 76.01		\$256.15		
	Hydropower	Uddhav	Lakkundi	\$ 96.17		\$270.00		
	I&C	David	Wilcoxson	\$ 114.55		\$270.00		
	Long-Range Capital Planning and Delivery	Nick	Anderson	\$ 100.22		\$270.00		
	Long-Range Capital Planning and Delivery	Mark	Frey	\$ 70.18		\$236.51		
	Mechanical	Sean	Neprud	\$ 75.34		\$253.90		
	Program Contract Manager	Sean	Bricker	\$ 31.01		\$104.50		
	Program Management Plan Support	Caitlin	McCormick	\$ 44.14		\$148.75		
	Program Performance Metrics / Lessons Learned	Cathy	Henderson	\$ 91.90		\$270.00		
	Program Review and Alignment	Mike	Watson	\$ 155.66		\$270.00		
	Pump Stations	Mark	Smith	\$ 95.60		\$270.00		
	Quality Management Support	Chris	Mountenay	\$ 98.40		\$270.00		
	Roads / Bridges	Anurag	Upadhyay	\$ 89.05		\$270.00		
	Security Systems Engineering	Shane	Ramcharansingh	\$ 103.47		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Lee	Abramson	\$ 97.22		\$270.00		
	Seismic Evaluation / Standards / Resiliency	John	Tehaney	\$ 96.75		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Christine	Weber	\$ 87.59		\$270.00		
	Specific Project Planning Support (AWS): Demonstration	Zakir	Hirani	\$ 144.24		\$270.00		
	Survey	Jason	Shockley	\$ 72.76		\$245.20		
	Survey	Tim	Eich	\$ 55.86		\$188.25		
	Technical Advisory Panel: Buildings	Pat	McKelvey	\$ 108.18		\$300.00		
	Technical Advisory Panel: Reservoirs	Bill	Swanson	\$ 140.72		\$300.00		
	Technical Advisory Panel: Dam Safety	Vik	Iso-Ahola	\$ 116.68		\$300.00		
	Technical Advisory Panel: Fire Suppression Water Demand	Jeff	Dunn	\$ 98.23		\$300.00		
	Technical Advisory Panel: Groundwater Wells	Thomas	Butler	\$ 83.69		\$282.04		
	Technical Advisory Panel: Pipelines / Pump Stations	Russ	Snow	\$ 132.60		\$300.00		
	Technical Advisory Panel: Program Controls	Melissa	McDaniel	\$ 115.70		\$300.00		
	Technical Advisory Panel: Program Mobilization	Gavin	Gilchrist	\$ 131.48		\$300.00		
	Technical Advisory Panel: Seismic Evaluations	Brian	Sadden	\$ 117.65		\$300.00		
	Technical Advisory Panel: Recycled Water Treatment / Delivery	Jim	Borchardt	\$ 138.86		\$300.00		
	Water Quality Modeling	Simon	Horsley	\$ 55.94		\$188.52		
Chaves & Associates	Document Control Specialist	Arlene	Chaves	\$ 85.00	2.50	\$212.50	0.63%	0.02
	Document Control & Project Admin	Elizabeth	Hales	\$ 55.00		\$137.50		
	Document Control & Project Admin	Christina	McKenzie	\$ 48.00		\$120.00		
	Document Control & Project Admin	Angel	Sanchez	\$ 45.00		\$112.50		
	Document Control & Project Admin & First Source	Darlene	Camara	\$ 40.00		\$100.00		
	Document Control & Project Admin & First Source	Mohamed	Demagh	\$ 40.00		\$100.00		
Climate Adaptive Systems, LLC	Climate Change / System Resiliency	Mira	Chokshi	\$ 100.00	2.70	\$270.00	1.50%	0.04
COORD, LLC	Long-Range Capital Planning and Delivery	Vi	Lam	\$ 102.16	2.85	\$270.00	1.00%	0.03
Data Sciences Group	Asset Management	Steven	Nornhold	\$ 100.00	2.25	\$225.00	0.31%	0.01
	Senior Project Manager	Larry	Betzel	\$ 110.00		\$247.50		
	Senior Asset Data Engineer	Dennis	Richter	\$ 77.78		\$175.01		
	Mid-Level Asset Data Analyst	Aimee	White	\$ 53.33		\$119.99		
	Maximo Data Analyst	Lillie	Gruenke	\$ 57.78		\$130.01		
	Senior Asset Data Engineer	Richard	Steele	\$ 77.78		\$175.01		
Effective Management Services, LLC	Administrative Document Control	Joanne	Simotas	\$ 55.00	2.50	\$137.50	2.50%	0.06
	Scheduling	Wahid	Mansour	\$ 108.00		\$270.00		
	Systems Management	Sherif	Mansour	\$ 75.00		\$187.50		
	Safety	Eugene	Samas	\$ 108.00		\$270.00		
	Contract Management	Emad	Mansour	\$ 108.00		\$270.00		
	Pre-Construction Management	Thomas	DeGrio	\$ 108.00		\$270.00		
	Safety	Richard	Cavil	\$ 108.00		\$270.00		
Galen CM, Inc	Project Manager - Civil Engineer	Jeff	Wasserloos	\$ 135.00	2.00	\$270.00	1.25%	0.03
	Office Engineer	Maria	Garcia	\$ 75.00		\$150.00		
	WECC/NERC Coordinator	Lenise	Kimes	\$ 75.00		\$150.00		
	Document Control Specialist	Monica	Steele	\$ 75.00		\$150.00		
	Asset Management and Maximo Specialist	Scott	Riley	\$ 110.00		\$220.00		
	Asset Management and Maximo Specialist	Bruce	Summers	\$ 120.00		\$240.00		
	Records Management Coordinator	Victoria	Howell	\$ 75.00		\$150.00		
	Document Management Support	Vincent	Martinez	\$ 135.00		\$270.00		
Hollins Consulting, Inc.	Utility Coordination / Relocation	Catherine	McCrimmon	\$ 100.96	2.63	\$265.52	0.38%	0.01
	Utility Coordination / Relocation	Brook	Mebrahtu	\$ 114.09		\$270.00		
Incomm, LLC	Diversity, Equity, Inclusion Support	Erika	Uribe	\$ 70.00	2.49	\$174.30	0.38%	0.01

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HDR Stantec JV

OVERHEAD AND PROFIT SCHEDULE

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[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
INCOMMON, LLC	Diversity, Equity, Inclusion Support	Laurens	Costeris	\$ 70.00	2.43	\$174.30	0.587%	0.01
InterEthnica, Inc.	Principal	Lisa	Abboud	\$ 86.45	2.80	\$242.06	0.94%	0.03
	Associate Principal	Deborah	Oh	\$ 74.04		\$207.31		
	Communications and Reporting Support	Mona	Abboud	\$ 74.04		\$207.31		
	Senior Chinese Community Liaison	Mandy	Yu	\$ 52.45		\$146.86		
	Project Manager - Language Justice & Access	Ariana	Silva	\$ 45.65		\$127.82		
	Senior Designer	Anke	Gaksch	\$ 49.40		\$138.32		
	Senior Chinese Linguist	Monica	Wong	\$ 65.00		\$182.00		
	Senior Spanish Linguist	Ayali	Molne	\$ 65.00		\$182.00		
	Project Manager - Engagement & Facilitation	Vanessa	Zamora	\$ 55.19		\$154.53		
	Community Engagement Management	Elena	Castanon	\$ 52.25		\$146.30		
	Project Coordinator and Analyst	Michael	Abboud	\$ 49.40		\$138.32		
	Project Manager - Community Research & Analysis	Sharon	Kang	\$ 55.19		\$154.53		
Joe Hill Consulting & Engineering Corporation	Operations Coordination Support	Joe	Hill	\$ 105.00	2.90	\$270.00	2.50%	0.07
	Principal Engineer	Rolando	Bueno	\$ 105.00		\$270.00		
	Operations Coordination Support	Leland	Fong	\$ 102.74		\$270.00		
	Mechanical	Robert	Davis	\$ 106.79		\$270.00		
	Power and Controls Consultant	Greg	Yim	\$ 103.59		\$270.00		
	Operations Coordination Support	Doug	Handran	\$ 107.00		\$270.00		
	Project Engineer	Grace	Samish	\$ 78.00		\$226.20		
	Senior Engineer	Calvin	Nguyen	\$ 78.00		\$226.20		
	Contract Manager	Ngoc	Ho	\$ 70.00		\$203.00		
	Underwater Construction Specialist	David	Gilson	\$ 120.00		\$270.00		
	Environmental Construction Specialist	Teri	Beckett	\$ 105.00		\$270.00		
	Scheduling	Cindy	Cosola	\$ 72.63		\$210.63		
Katz & Associates, Inc.	Program Communications Coordinator	Emily	Otis	\$ 59.44	3.18	\$189.02	2.00%	0.06
	Senior Account Executive	Heidi	Anderson	\$ 47.04		\$149.59		
	Senior Account Executive	Dan	Carrigan	\$ 45.50		\$144.68		
	Creative Director	Matthew	Bennett	\$ 53.05		\$168.68		
	Account Executive	Katrina	Rohlfes	\$ 31.69		\$100.78		
	Technical Advisory Panel: Communications	Sara	Katz	\$ 120.19		\$300.00		
Law Office of Julian Gross	Project Labor Agreement Support / Labor Coordinator	Julian	Gross	\$ 270.00	1.00	\$270.00	0.25%	0.00
M Lee Corporation	Lead Cost Estimator (LCE)	Martin	Lee	\$ 98.50	2.52	\$248.22	2.50%	0.06
	Senior Estimator	Franklin	Lee	\$ 82.00		\$206.64		
McGovern McDonald Engineers	Economics and Funding	Patricia	McGovern	\$ 100.00	2.80	\$270.00	1.00%	0.03
	Water Resources	Steve	McDonald	\$ 120.00		\$270.00		
	Chief Engineer	Joseph	Reichenberger	\$ 106.00		\$270.00		
	Chief Engineer	Vinod	Badani	\$ 130.00		\$270.00		
	CAD Designer	Mark	Davis	\$ 67.00		\$187.60		
	Drone Pilot/Field Analyst	Berti	Benbanaste	\$ 70.00		\$196.00		
Northwest Hydraulic Consultants	Physical Modeling	Ken	Christison	\$ 91.00	3.09	\$270.00	0.25%	0.01
	Principal	Brady	McDaniel	\$ 91.00		\$270.00		
Pathways Climate Institute, LLC	Climate Change and Systems Resiliency Specialist	Kris	May	\$ 104.00	2.73	\$283.92	0.75%	0.02
	Climate Change / System Resiliency	Michael	May	\$ 78.84		\$215.23		
	Senior Data Scientist	Lindsay	Luchinsky	\$ 55.53		\$151.60		
	Data Scientist	Katie	Riles	\$ 45.48		\$124.16		
	Data Scientist	Sierra	Ramer	\$ 44.75		\$122.17		
	Engineer	Dairy	Ramirez Lopez	\$ 44.31		\$120.97		
	GIS Analyst	Meagan	Brown	\$ 41.78		\$114.06		
Smith and Associates EH&S, LLC	Pre-Construction Program Safety	Taylor	Smith	\$ 75.00	1.75	\$131.25	1.00%	0.02
SRT Consultants	Principal	Tanya	Yurovsky	\$ 105.00	2.80	\$270.00	2.50%	0.07
	Asset Management Integration Specialist	Erin	McLachlan Sanchez	\$ 108.68		\$300.00		
	Water Resources	William	McCarthy	\$ 141.28		\$270.00		
	Environmental Review, Permit Compliance	Lisa	Pezzino	\$ 86.94		\$243.43		
	Asset Management/Senior Engineer	Laura	Chimelski	\$ 64.69		\$181.13		
	Project Engineer	Samantha	Schreiner	\$ 54.34		\$152.15		
Westland Management Solutions, Inc.	Data Support / Business Intelligence	Donna	Courington	\$ 144.74	2.63	\$270.00	2.00%	0.05
	Integration Manager, Principal	Scott	Vosburg	\$ 144.74		\$270.00		
	Unifier Specialist	Larry	Mullen	\$ 134.53		\$270.00		
	Unifier BP Configuration Specialist	Michelle	Villagran	\$ 68.62		\$180.47		
	Sr. Unifier Integration Specialist	David	Peck	\$ 115.00		\$270.00		
	Project Controls Specialist	Giorgio	Fatica	\$ 39.00		\$102.57		
	Project Controls Integration Specialist	Michael	Falzon	\$ 35.69		\$93.86		

Effective Project Overhead & Profit Rate (EOPR):  
Maximum Allowable Effective Project Multiplier = 3.20

3.196



**Addendum No. 7**

**Request for Proposals**

**Agreement No. PUC.PRO.0205**

**Water Capital Program Management Contract**

**September 9, 2024**

**Modifications to the Request for Proposals:**

1. The Request for Proposals (RFP) is replaced in its entirety with a revised RFP, attached to this addendum. The following section(s) of the RFP have been modified:

CHANGE NO.	SECTION NO.	SECTION TITLE
1	1.2	Tentative RFP Schedule

**Attachments:**

PUC.PRO.0205 RFP Rev. 7

**END OF ADDENDUM NO. 7**

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# **Request for Proposals:**

**Water Capital Program Management Contract**

**Agreement No. PUC.PRO.0205**

**Addendum No. 7**

**9/9/2024**



**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), 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 programmatic support services for implementation of capital programs for the Water Enterprise, including the Regional and Local Water Enterprise Capital Improvement Program (CIP), the Hetch Hetchy Water CIP, and the Water System Improvement Program (WSIP).

The SFPUC seeks to select a Contractor with proven expertise and extensive experience in the following areas: Capital Program Administration; Strategic Capital Planning; Program Delivery; and Project Technical Support.

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

**Number of Agreements to be Awarded:** Up to 1

**Agreement Amount:** \$80,000,000.00

**Agreement Duration:** 10 Years

The Agreement amount includes all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of five (5) years (or 60 months) and may increase the Agreement amount consistent with City requirements.

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

The SFPUC may post additional information relating to the RFP on the SFBid website (<https://sfbid.sfwater.org/>) after issuance of the RFP. Proposers are responsible for consulting the SFBid website regularly for these updates.

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

## 1.2 Tentative RFP Schedule

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

Advertisement of RFP .....	6/27/2024
Pre-Submittal Conference.....	7/11/2024
Deadline for Proposers to Submit Questions .....	7/17/2024
Deadline for Proposers to Submit Proposals.....	8/26/2024
Short-Listing and Notification for Oral Interviews.....	10/2/2024
Oral Interviews.....	<del>10/23/2024</del> 10/28/2024
Posting of Proposer Rankings .....	10/30/2024
Public Utilities Commission Authorization .....	12/10/2024
Board of Supervisor's Approval .....	2/18/2025
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement .....	3/4/2025
Notice of Award of Agreement.....	4/1/2025

## 1.3 Pre-Submittal Conference

### Pre-submittal conference information:

**Date:** 7/11/2024

**Time:** 11:00 AM

**Location:**

<https://sfwater.zoom.us/j/89829338650?pwd=Ao8auNDnKAQFCsGsVylXVQlb6as485.1&from=addon>

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions about 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 memorialize the information in a written addendum to this RFP.

The SFPUC highly recommends each Prime Proposer's attendance at the pre-submittal conference.

The San Francisco Contract Monitoring Division (CMD) has established a Local Business Enterprise (LBE) participation requirement for this procurement; see Section 9.1.1, LBE Subcontracting Participation Requirements.

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

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

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

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 San Francisco Administrative Code Chapter 14B LBE subcontracting requirements. The SFPUC encourages diversity within its contracting opportunities. The SFPUC seeks proposals that commit not only to optimize the use of Micro-LBE, Small-LBE, and San Francisco Small Business Administration (SBA)-certified firms, but also that endeavor to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

The agency is committed to the promotion of racial equity. On July 14, 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.

The SFPUC encourages Proposers to demonstrate in their proposals actionable commitment to racial justice by, for example, presenting Key and 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.

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 Section 6, Evaluation and Selection Criteria.

## **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 solicitation process of this RFP, either by cancelation or by final action of the SFPUC 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 solicitation process. This protocol does not apply to communications with the City regarding business not related to this RFP.

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

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 a SIP. Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract shall constitute 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 Sections 5.2.1 and 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**

Proposers, by submission of a proposal, 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 provides retail water and wastewater services to San Francisco, wholesale water to three Bay Area counties, and green hydroelectric and solar power for San Francisco's residents, businesses, and 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:

1. The Water Enterprise is responsible for managing the storage, transmission, treatment, and distribution of potable and emergency firefighting water to San Francisco's wholesale and retail customers and hydroelectric energy generation and transmission from the power assets that are part of the Hetch Hetchy Water and Power system.
2. The Wastewater Enterprise is responsible for managing the collection, treatment, and reuse or disposal of San Francisco's wastewater.
3. The Power Enterprise is responsible for managing retail power sales, wholesale electricity supply, power scheduling, transmission and distribution, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, and various other energy services.

The SFPUC also has three administrative divisions:

1. The External Affairs Division provides communications and outreach services.
2. The Business Services Division oversees all financial and accounting matters for the entire SFPUC.
3. The Infrastructure Division delivers capital improvement programs and utility construction projects.

## 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, by Resolution No. 09-0170, 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 San Francisco Charter Section 8B. 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, by Resolution No. 12-0165, the SFPUC adopted a Technology Policy that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with its Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service 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, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to take actions to promote internal and external racial equity. This effort aligns with the larger City-wide legislative mandate, [Ordinance No. 188-19](#), where the BOS established the Office of Racial Equity to address racial disparities in City departments and external programs. Refer to: <https://sfpuc.sharefile.com/d->

## 2.3 SFPUC Capital Program Organization

The SFPUC's 10-Year Capital Plan includes a 10-Year Capital Improvement Program (10-Year CIP) with proposed appropriations budgeted for Water, Wastewater and Power infrastructure improvement projects. The total 10-year value of all proposed appropriations SFPUC-wide for Fiscal Years (FY) 2024-2025 through FY 2033-2034 is over \$11 billion. The Water Enterprise Regional and Local 10-Year CIP is valued at almost \$3 billion and the Hetch Hetchy Water 10-Year CIP is valued at over \$1.5 billion. All divisions within the SFPUC play a role in implementing the SFPUC's extensive capital programs. The Divisions described below are instrumental in delivering capital programs for the Water Enterprise.

***Infrastructure Division.*** Within the SFPUC, the Infrastructure Division, along with the Enterprises, is responsible for delivering the major capital improvement projects within the SFPUC's capital improvement programs for water, wastewater and power assets and for providing internal personnel resources for these programs. The Infrastructure Division, which is managed by the Assistant General Manager (AGM) for Infrastructure, is organized into operations and programs. Operations is related to project delivery and includes the Project Management Bureau (PMB), the Engineering Management Bureau (EMB), the Construction Management Bureau (CMB), the Environmental Management Group (EMG); and the Project Administration Bureau (PAB). Programs consist of groupings of the SFPUC's major capital projects; Water Capital Programs include the WSIP, the Regional and Local Water Enterprise Capital Improvement Programs (Regional WECIP and Local WECIP), and the Hetch Hetchy Capital Improvement Program (HCIP).

***Water Enterprise.*** The SFPUC Water Enterprise, which is managed by the AGM for Water, is responsible to supply water to 26 wholesale customers in San Mateo, Alameda and Santa Clara counties, and to retail customers primarily located within the City and County of San Francisco (City). Approximately 67% of the SFPUC's water supply is delivered to wholesale customers and the remaining approximately 33% of the SFPUC's water supply is delivered to retail customers. The Water Enterprise also delivers power from its high voltage hydroelectric generation and transmission facilities for San Francisco's municipal load. The Water Enterprise owns, operates and maintains dams; reservoirs; watersheds; hydroelectric generation and transmission facilities; water treatment and pumping facilities; water transmission and distribution facilities; access roads and bridges; and buildings including laboratories, shops, and offices; from reservoirs in Tuolumne County to retail customer meters in San Francisco.

The Water Enterprise is divided into six divisions: Hetch Hetchy Water and Power (HHWP), Water Supply and Treatment Division (WSTD), City Distribution Division (CDD), Natural Resources and Lands Management Division (NRLMD), Water Quality Division (WQD), and Water Resources Division (WRD).

- HHWP operates and maintains water and hydroelectric generation facilities that are

supplied water from Hetch Hetchy, Cherry Lake, and Lake Eleanor Reservoirs; transport water through Early Intake, Priest, and Moccasin Reservoirs as well as major water tunnel and pipeline transmission facilities; generate power at Kirkwood, Holm, Moccasin, and Moccasin Low-Head Powerhouses; and transmit power via a network of high-voltage switchyards, substations, and transmission lines.

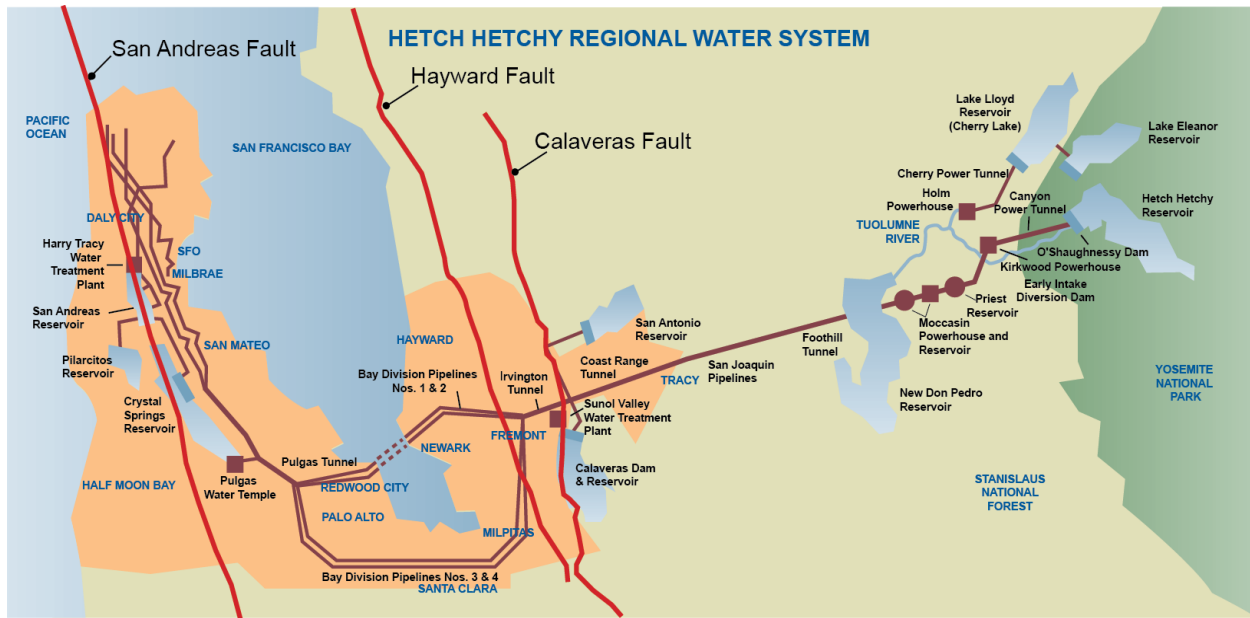
- WSTD oversees the Calaveras, San Antonio, Crystal Springs, and San Andreas Reservoirs in addition to water treatment plants, major water transmission pipelines and facilities, and regional groundwater wells.
- CDD maintains in-City reservoirs, tanks and pump stations, distribution system pipelines and facilities, groundwater wells, recycled water distribution, customer meters, and the Emergency Firefighting Water System (EFWS).
- NRLMD manages SFPUC's watershed lands, right-of-way easements and other properties, as well as oversees environmental regulatory compliance for the Water Enterprise.
- WQD oversees drinking water quality control, process engineering, regulatory compliance monitoring and reporting, and laboratory services.
- WRD performs long-term planning and implementation of water supply diversification programs, including water conservation, groundwater, recycled water, onsite water recycling, and other alternative water supply facilities and programs.

## 2.4 Water Enterprise Facilities

**Regional Water System.** The Regional Water System consists of over 389 miles of pipeline, over 74 miles of tunnels, 11 reservoirs, 13 groundwater wells, five pump stations, and three water treatment plants located outside of the City, and over 1,235 miles of pipeline, 11 reservoirs, six groundwater wells, eight storage tanks, 24 pump stations, eight hydropneumatic stations and 17 chlorination stations located within the City limits. The State of the Regional Water System Report, published by SFPUC every two years, provides detailed descriptions of all water system assets along with updates on current condition assessments, maintenance activities, and capital improvements to the assets. The 2022 State of the Regional Water System Report is included in Appendix C2.

The Regional Water System begins with watersheds in the Sierra Nevada, drawing approximately 85% of the SFPUC's water supply from the Upper Tuolumne River Watershed and feeding a single aqueduct system that delivers water 120 miles by gravity to Bay Area reservoirs and users. The SFPUC draws the remaining water supply from local surface waters and groundwater in the Alameda and Peninsula watersheds and the Westside Groundwater Basin. A schematic (not to scale) of the Regional Water System is shown as Figure 1.





**Figure 1: Regional Water System**

The Regional Water System is comprised of three primary regional water supply and conveyance systems: the Hetch Hetchy System, the Alameda System, and the Peninsula System (as herein defined), as well as the Regional Groundwater Storage and Recovery System.

***Hetch Hetchy System.*** In the Hetch Hetchy System, sometimes referred to as the Hetch Hetchy Project, the SFPUC diverts water from Hetch Hetchy Reservoir via the O'Shaughnessy Dam into the Canyon Power Tunnel, through Kirkwood Powerhouse, then through Mountain Tunnel to Priest Reservoir. From Priest Reservoir water travels through the Moccasin Penstocks and Moccasin Powerhouse to Moccasin Reservoir. Leaving the outlet tower at Moccasin Dam, water travels through the Foothill Tunnel and then the San Joaquin Pipelines to the Tesla Treatment Facility for ultraviolet light (UV) disinfection. From Tesla, the water enters the Coast Range Tunnel, where the SFPUC blends the water with water from the Alameda System at Alameda East Portal, before it travels through the Irvington Tunnel to customers in the Bay Area.

***Alameda System.*** The Alameda System includes two reservoirs, San Antonio Reservoir and Calaveras Reservoir, which collect water from the upper Alameda and San Antonio Creek watersheds in Alameda County. The SFPUC treats this water at the Sunol Valley Water Treatment Plant (SVWTP) and blends it with Hetch Hetchy water at the Alameda Siphons. The combined water flows through Irvington Tunnels 1 and 2 to the five Bay Division Pipelines that cross the South Bay Area to the Peninsula System. Bay Division Pipelines 1, 2, and 5 connect with the Bay Tunnel on opposite sides of the San Francisco Bay near the Dumbarton Bridge. The Bay Tunnel itself runs beneath the San Francisco Bay. Bay Division Pipelines 3 and 4 traverse the southerly edge of the San Francisco Bay,

delivering water to SFPUC wholesale customers along the way. All five pipelines reconnect near the inlet to the Pulgas Tunnel on the Peninsula.

***Peninsula System.*** Two reservoirs, Crystal Springs and San Andreas, collect runoff from the San Mateo Creek watershed as well as water transfers from the Regional Water System. Water from Pilarcitos Reservoir, on Pilarcitos Creek, directly serves one of the wholesale customers, the Coastside County Water District (which includes the City of Half Moon Bay), and can also deliver water to Crystal Springs and San Andreas Reservoirs. Water delivered from the Bay Division Pipelines in excess of Peninsula System and in-City demands spills into Crystal Springs and San Andreas Reservoirs. At the Harry Tracy Water Treatment Plant (HTWTP), the SFPUC filters and disinfects water supplied from Crystal Springs and San Andreas Reservoirs before it is delivered to Peninsula customers and the in-City Distribution System. The Peninsula System includes conveyance facilities connecting the Bay Division Pipelines to the in-City Distribution System and to other SFPUC customers on the Peninsula.

***Regional Groundwater Storage and Recovery System.*** The Regional Groundwater Storage and Recovery System provides additional dry-year delivery and diversification of the water supply during drought and non-drought periods. The SFPUC and two other wholesale customers operate and maintain 13 wells that are located along the Peninsula in the Westside Basin.

**Local Water System.** Within the City and County of San Francisco, the SFPUC operates and maintains four active water systems: the City Distribution System, the Local Groundwater System, the Recycled Water Distribution System, and the Emergency Firefighting Water System. Details about the Local Water System can be found in Appendix C3: 2019 Report on the State of the Local Water System.

***City Distribution System.*** The Regional System delivers the City's retail potable water supply via major transmission pipelines that terminate at University Mound Reservoir, Sunset Reservoir, and Merced Manor Reservoir within San Francisco. The City Distribution System consists of several reservoirs, tanks, pump stations, and about 1,280 miles of distribution pipelines that serve potable water to approximately 180,000 metered customers.

***Local Groundwater System.*** The potable water distribution system also receives water supplied from seven groundwater wells located in the western region of San Francisco and in Golden Gate Park.

***Recycled Water Distribution System.*** Recycled water is delivered from Daly City for use at Harding Park Golf Course in San Francisco. In addition, the almost completed Westside Enhanced Water Recycling Facility at the Oceanside Plant will provide high quality

recycled water for irrigation within Golden Gate Park, Lincoln and Presidio Golf Courses, and other locations.

***Emergency Firefighting Water System.*** The Emergency Firefighting Water System (EFWS) is an independent non-potable high-pressure water distribution system within San Francisco originally built after the 1906 earthquake to improve fire, earthquake and emergency response by providing firefighters with a seismically reliable water supply for fires following earthquakes and other disasters. The EFWS includes a 10.5 million gallon reservoir, two tanks, two seawater pump stations, about 230 cisterns, and approximately 135 miles of pipelines and fire suppression hydrants that can be operated at pressures as high as 350 pounds per square inch (psi). The San Francisco Fire Department (SFFD) transferred ownership of the facilities to the SFPUC in 2010, and the SFPUC currently operates and maintains the system for use by the SFFD.

***Water Storage.*** The majority of the water delivered by the SFPUC is supplied by runoff from the upper Tuolumne River watershed on the western slope of the central Sierra Nevada. Three major reservoirs collect runoff: Hetch Hetchy Reservoir, Lake Lloyd Reservoir (also known as Cherry Lake) and Lake Eleanor Reservoir. The SFPUC uses water stored in all three reservoirs for hydroelectric generation and downstream releases to satisfy both instream flow requirements and the Irrigation Districts' Raker Act entitlements. Normally, only Hetch Hetchy Reservoir supplies water to the Bay Area for potable water supply.

In the Alameda Creek watershed, which is located in Alameda County, the SFPUC manages Calaveras Reservoir and San Antonio Reservoir to capture local watershed runoff that SFPUC can treat at the SVWTP. On the San Francisco Peninsula, located in San Mateo County, the SFPUC manages Crystal Springs Reservoir and San Andreas Reservoir for local runoff and water transfers that SFPUC can treat at the HTWTP, and Pilarcitos Reservoir for water storage and deliveries to Coastside County Water District in Half Moon Bay. In addition, San Antonio, Crystal Springs, and San Andreas Reservoirs serve as storage for Hetch Hetchy system diversions.

The Water Enterprise's City Distribution System reservoirs and storage tanks have the capacity to hold approximately 413 million gallons, or 1,267 acre-feet, of water. The SFPUC estimates this capacity to be an approximate five-day supply at the current average rate of consumption for San Francisco. Three in-City reservoirs, Sunset, University Mound, and Merced Manor Reservoirs, are also terminal reservoirs that moderate transmission system flow peaking for the Regional Water System, and SFPUC can convey water stored in them back to the San Francisco Peninsula. In addition, SFPUC has an emergency supply of existing non-potable water immediately available within the City at Lake Merced. Lake Merced currently holds approximately 1.5 billion gallons, or approximately 4,603 acre-feet, of water.

***Dam Supervision.*** The SFPUC owns 18 dams that are licensed and regulated by the California

Department of Water Resources' Division of Safety of Dams ("DSOD"). These are identified in the table below:

SFPUC Dam	Dam Type	Dam Height (feet)	County	Year of Completion	DSOD Jurisdictional?
O'Shaughnessy Dam	Concrete Gravity Arch	430	Tuolumne	1923/1938	Yes
Cherry Valley Dam	Earth and Rock	330	Tuolumne	1955	Yes
Early Intake Diversion Dam	Concrete Arch	81	Tuolumne	1924	Yes
Eleanor Dam	Concrete Buttressed Arch	70	Tuolumne	1918	Yes
Moccasin Dam	Earth and Rock	70	Tuolumne	1929	Yes
Priest Dam	Earth and Rock	160	Tuolumne	1923	Yes
New Calaveras Dam	Earth and Rock	220	Alameda	2018	Yes
James H. Turner Dam	Earth	195	Alameda	1965	Yes
Upper Alameda Diversion Dam	Concrete Slab and Buttress	31	Alameda	1931	No
Lower Crystal Springs Dam	Concrete Gravity	163	San Mateo	1888/1890/1911	Yes
Upper Crystal Springs Dam	Earth	92.5	San Mateo	1877/1891	No
Pilarcitos Dam	Earth	95	San Mateo	1866/1867/1874	Yes
San Andreas Dam	Earth	105	San Mateo	1870/1875	Yes
San Mateo Creek Dam No. 1	Earth	20	San Mateo	1898	No
San Mateo Creek Dam No. 2	Concrete Arch	40	San Mateo	1898	No
Stone Dam	Masonry Arch	31	San Mateo	1871	No
Sunset North Basin	Earth	74	San Francisco	1938	Yes
Sunset South Basin	Earth	34	San Francisco	1960	Yes
University Mound North Basin	Earth	17	San Francisco	1885	Yes

University Mound South Basin	Earth	61	San Francisco	1937	Yes
Stanford Heights	Earth	31	San Francisco	1928	Yes
Summit	Earth	26	San Francisco	1954	Yes
Sutro Reservoir	Earth	55	San Francisco	1952/2007	Yes

(11/2023)

### **Water Treatment**

The ***Tesla Treatment Facility***, located near Tracy, CA, disinfects high quality unfiltered Hetch Hetchy water through UV treatment followed by chlorination. The facility has a capacity of 300 mgd and is among the largest drinking water UV disinfection facilities in North America.

The ***Sunol Valley Chloramination Facility***, located in the Sunol Valley at the Alameda East Portal of the Coast Range Tunnel, provides fluoridation, chloramination and corrosion control treatment for the Hetch Hetchy water as well as pH adjustment and dechlorination for waters that are discharged from the system.

The ***SVWTP*** located in the Sunol Valley treats all water from the Calaveras and San Antonio reservoirs in the Alameda System and also has the capability to filter Hetch Hetchy water on the occasion when the Sierra supply does not meet required drinking water standards. SVWTP has a capacity of 160 mgd. Treatment processes at SVWTP include coagulation, flocculation, sedimentation, filtration, disinfection, and powdered activated carbon (PAC) treatment for taste and odor control. The WSIP completed an improvement project at the SVWTP in 2014, adding a fifth sedimentation basin to increase reliable capacity, retrofitting existing filters, and adding a new 17.5-million-gallon circular treated water reservoir. SFPUC anticipates commencing construction of ozone disinfection facilities in 2024. SFPUC is planning for additional improvement projects at the SVWTP over the next decade.

The ***HTWTP***, located near the city of San Bruno, treats water stored in the Crystal Springs and San Andreas Reservoirs in the Peninsula System. HTWTP has a peak capacity of 140 mgd and a sustainable capacity of 120 mgd. Treatment processes at the HTWTP include ozonation, coagulation, flocculation, filtration, disinfection, fluoridation, corrosion control treatment and chloramination. Recent upgrades under the WSIP added an 8 million gallon treated water reservoir and improved delivery reliability to achieve a sustained capacity of 140 mgd for at least 60 days and provide 140 mgd within 24 hours following a seismic event on the San Andreas Fault. A project to replace filter underdrains for six of the filters has recently completed construction.

The ***Pulgas Dechloramination Facility***, located near the Pulgas Water Temple and Crystal Springs Reservoir, removes chloramine disinfectant and adjusts the pH from potable water that is

transferred from the Regional Water System for storage in Crystal Springs Reservoir.

Several ***Regional Groundwater and Local Groundwater Wells*** have adjacent treatment facilities to add chlorine, ammonia, fluoride and pH adjustment as well as manganese removal at a few of the well locations. Future treatment requirements for emerging water quality constituents of concern, such as raw water ammonia and various hydrocarbons, is being evaluated; budget for future probable treatment facilities is included in the 10-Year CIP.

### **Hydroelectric Power Generation**

SFPUC owns and operates multiple power generation assets, including three high-head and one low-head hydropower houses. These assets are all operated and maintained within the Hetch Hetchy Water system, and many of the assets are also integral to the water delivery system. SFPUC also owns and operates multiple power transmission assets, including high-voltage transmission lines, towers, substations, and switchyards. These assets are all operated and maintained within the Hetch Hetchy Water system. These assets are used in part to serve the power that is required to operate multiple Regional Water facilities. SFPUC additionally owns and operates multiple power distribution assets, including pole-mounted transformers, switches, reclosures, and conductors. Most of these assets are within the Hetch Hetchy Water system. A summary description of all of these assets can be found in the 2022 State of the Regional Water System Report in Appendix C2.

## **2.5 Water Enterprise Level of Service Goals**

In 2008 the SFPUC Commission formally adopted the California Environmental Quality Act (CEQA) Findings for the WSIP and approved the following level of service (LOS) goals and objectives for the program:



## WSIP Program Goals and Objectives

Program Goal	System Performance Objective
<p><b><u>WATER QUALITY</u></b> Maintain high water quality</p>	<ul style="list-style-type: none"> <li>• Design improvements to meet current and foreseeable future federal and state water quality requirements.</li> <li>• Provide clean, unfiltered water originating from Hetch Hetchy Reservoir and filtered water from local watersheds.</li> <li>• Continue to implement watershed protection measures.</li> </ul>
<p><b><u>SEISMIC RELIABILITY</u></b> Reduce vulnerability to earthquakes</p>	<ul style="list-style-type: none"> <li>• Design improvements to meet current seismic standards.</li> <li>• Deliver basic service to the three regions in the service area (East/South Bay, Peninsula, and San Francisco) within 24 hours after a major earthquake. Basic service is defined as average winter-month usage, and the performance objective for design of the regional system is 229 mgd. The performance objective is to provide delivery to at least 70 percent of the turnouts in each region, with 104, 44, and 81 mgd delivered to the East/South Bay, Peninsula, and City of San Francisco, respectively.</li> <li>• Restore facilities to meet average-day demand of up to 300 mgd within 30 days after a major earthquake.</li> </ul>
<p><b><u>DELIVERY RELIABILITY</u></b> Increase delivery reliability and improve ability to maintain the system</p>	<ul style="list-style-type: none"> <li>• Provide operational flexibility to allow planned maintenance shutdown of individual facilities without interrupting customer service.</li> <li>• Provide operational flexibility to minimize the risk of service interruption due to unplanned facility upsets or outages.</li> <li>• Provide operational flexibility and system capacity to replenish local reservoirs as needed.</li> <li>• Meet the estimated average annual demand of up to 300 mgd under the conditions of one planned shutdown of a major facility for maintenance concurrent with one unplanned facility outage due to a natural disaster, emergency or facility failure/upset.</li> </ul>

Program Goal	System Performance Objective
<b><u>WATER SUPPLY</u></b> <i>Meet customer water needs in non-drought and drought periods</i>	<ul style="list-style-type: none"> <li>• <i>Meet average annual water demand of 265 mgd from the SFPUC watersheds for retail and wholesale customers during non-drought years for system demands through 2019.</i></li> <li>• <i>Meet dry-year delivery needs through 2019 while limiting rationing to a maximum 20 percent system-wide reduction in water service during extended droughts.</i></li> <li>• <i>Diversify water supply options during non-drought and drought periods.</i></li> <li>• <i>Improve use of new water sources and drought management, including groundwater, recycled water, conservation and transfers.</i></li> </ul>
<b><u>SUSTAINABILITY</u></b> <i>Enhance sustainability in all system activities</i>	<ul style="list-style-type: none"> <li>• <i>Manage natural resources and physical systems to protect watershed ecosystems.</i></li> <li>• <i>Meet, at a minimum, all current and anticipated legal requirements for protection of fish and wildlife habitat.</i></li> <li>• <i>Manage natural resources and physical systems to protect public health and safety.</i></li> </ul>
<b><u>COST-EFFECTIVENESS</u></b> <i>Achieve a cost-effective, fully operational system</i>	<ul style="list-style-type: none"> <li>• <i>Ensure cost-effective use of funds.</i></li> <li>• <i>Maintain gravity-driven system.</i></li> <li>• <i>Implement regular inspection and maintenance program for all facilities.</i></li> </ul>

SFPUC utilized the first four goals (Water Quality, Seismic Reliability, Delivery Reliability, and Water Supply) to determine project design criteria for the WSIP projects. The last two goals (Sustainability and Cost-Effectiveness) are overarching program goals for the WSIP that SFPUC has not applied to specific criteria at the project level. The Water Enterprise has continued to use these goals in the same manner in its subsequent capital programs following the WSIP.

On November 28, 2023, the SFPUC Commission approved Amended and Updated Water Enterprise LOS Goals and Objectives. Attached here as Appendices C4a and C4b are the complete 2023 Amended and Updated Water Enterprise LOS Goals and Objectives together with a Comparison of 2008 Levels of Service and 2023 Amended and Updated Levels of Service. The LOS Goals and Objectives have continued to be foundational for prioritizing capital program needs and defining project-level performance criteria.

## 2.6 Water Capital Programs

The Water Enterprise has water, power, and utility assets that stretch from Yosemite National Park to the City. The SFPUC has developed a 10-year capital plan to ensure the Water Enterprise can maintain LOS goals as well as meet water supply diversification goals. The Divisions within the Water Enterprise are responsible for developing the 10-year capital plan referred to collectively as the Water Capital Improvement Program (Water CIP).

Within the Water CIP are several groupings of major capital projects referred to as “programs,” including the WSIP, the Regional and Local Water Enterprise CIP, and the Hetch Hetchy CIP. In addition to projects within these programs, the Water CIP includes projects managed primarily by the Water Enterprise, including Repair and Rehabilitation (R&R) projects, strategic planning projects, and land acquisition funds; projects not included in the programs described below are not the primary focus of this RFP but may be included in some related tasks.

**Water System Improvement Program (WSIP).** The WSIP is a \$4.8 billion, multi-year program to upgrade the SFPUC's Regional and Local Water Systems. The program is delivering capital improvements that enhance the SFPUC's ability to provide reliable, affordable, high quality drinking water in an environmentally sustainable manner to its 26 wholesale customers and regional retail customers in Alameda, Santa Clara and San Mateo Counties, and to 800,000 retail customers in the City. The WSIP was structured to cost-effectively meet water quality requirements, improve seismic and delivery reliability through the year 2030, and meet water supply objectives until the year 2018.

The WSIP is now 99 percent complete, with only two projects remaining: Regional Groundwater Storage and Recovery project and Alameda Creek Recapture project. These projects are anticipated to be completed by or before 2034.

**Regional and Local Water Enterprise CIP (WECIP).** The Water Enterprise Capital Improvement Program, part of the SFPUC's 10-Year CIP, is a 10-year plan of proposed appropriations for planned projects to improve assets within the Regional and Local Water Systems. Staff updates the 10-Year CIP every two years (with minor modifications in the off years) and coordinates it with the SFPUC's Financial Plan and rate-setting. Biennial updates to the Water Enterprise CIP account for post-WSIP conditions, including deferred projects not in WSIP and new projects needed to continue meeting level of service goals and to maintain facilities in a state of good repair. SFPUC uses the capital planning process to inform the Water Enterprise CIP with updates to master plans, asset condition assessments, and review of level of service goals.

The Regional Water CIP has seven categories of projects:

- Water Treatment
- Water Transmission
- Water Supply and Storage

- Buildings and Grounds
- Communications and Monitoring
- Watersheds and Rights of Way
- Regional Alternative Water Supplies

The Local Water CIP has seven categories of projects:

- Local Water Conveyance and Distribution
- Systems Monitoring and Control
- Local Reservoirs and Tanks Improvements
- Automated Meter Reading System
- Buildings and Grounds Improvements
- Pump Station Improvements
- Local Water Supplies

**Hetch Hetchy CIP (HCIP).** The HCIP is also part of the SFPUC's 10-Year CIP, and is a 10-year plan of proposed appropriations for planned projects to improve the assets within the Hetch Hetchy System. These projects will deliver improvements that enhance the SFPUC's ability to provide reliable, affordable, high-quality water to its 2.7 million customers in an environmentally sustainable manner. Ongoing development of the HCIP will sustain the Regional Water System's status as an unfiltered water source and a gravity-driven system. HCIP projects are funded according to three asset classifications: Water, Power, and Joint. The Water classification includes improvement projects for assets that primarily benefit the SFPUC's water customers. The Power classification includes improvement projects for assets that are primarily used to generate environmentally friendly hydroelectric energy. The Joint classification includes improvement projects for assets that are used for both water delivery and power generation. In addition, projects in each funding classification have been further organized by asset type as follows:

- Buildings – projects to provide safe and code compliant workspaces.
- Dams & Reservoirs – projects to improve assets used for storage and delivery of water to SFPUC customers, as well as for water storage for power generation.
- Mountain Tunnel – projects to address deficiencies with the Mountain Tunnel, a critical, non- redundant link in the Hetch Hetchy and Regional Water System that conveys water from Kirkwood Powerhouse to Priest Reservoir.
- Powerhouses – projects to improve facilities at the Holm, Kirkwood, and Moccasin powerhouses.
- Roads & Bridges – projects intended to replace roads and bridges that provide access HHWP assets.
- Switchyard & Substations – projects to meet operational objectives for

power, including reliability, regulatory compliance, and sustainability.

- Tunnels – projects to repair tunnels within the HHWP system (other than Mountain Tunnel).
- Water Conveyance – projects to enhance the reliability of water delivery through pipelines and penstocks, allowing both for delivery of water to SFPUC customers and for delivery of water to powerhouses for power generation.

**Renewal and Rehabilitation Program (R&R).** The Water CIP includes projects used to repair and rehabilitate (R&R) facilities; these projects are typically smaller in scope and more immediate in need. These projects are managed both by the Water Enterprise and Infrastructure and have a budget lower than \$10 million, but may be higher than \$10 million for multi-year and continuous inspection and maintenance projects such as the San Joaquin Pipeline Life Extension Program. The total budget for R&R-type projects in the 10-Year CIP is typically about 20 percent of the total 10-Year CIP budget.

#### **Water CIP Project Descriptions**

Staff presented the currently approved Water Enterprise and Hetch Hetchy Water 10-Year CIP for FY2023-24 to FY2032-33 to the Commission at a Special Budget Hearing on January 30, 2023, which the Commission adopted on February 14, 2023; these serve as the currently approved baseline for project scopes, schedules, and budgets starting as of the first quarter (July 1 to September 30) of FY2023-24. Budget documents containing budget appropriation schedules as well as Project Data Sheets that provide details on project scopes, budgets, schedules and changes can be found as Agenda Item 3 Attachment A to the January 30, 2023 Budget Hearing on the SFPUC's website.

The Water Enterprise and Hetch Hetchy Water 10-Year CIP for FY2024-25 to FY2033-34 were presented to the Commission at a Special Budget Hearing on January 29, 2024 and adopted by the Commission on February 13, 2024; these will become the new baseline for project scopes, schedules, and budgets starting in the first quarter (July 1 to September 30) of FY2024-25 following approval by the Mayor and Board of Supervisors. The budget documents containing budget appropriation schedules, as well as Project Data Sheets that provide details on project scopes, budgets, schedules and changes, can be found as Agenda Item 4a at the January 29th Special Budget Hearing on the SFPUC's website and also in Appendix C5 of this RFP. Proposers should take these project scopes, schedules and budgets into account for this RFP.

In addition to the bi-annual budget documents, Staff reports quarterly to the Commission and the public on current projects managed by Infrastructure that are over \$5 million; quarterly CIP reports can be found on the SFPUC's website <https://sfpuc.org/construction-contracts/water->

### **Water CIP Management Approach**

The implementation of the Water CIP is performed by SFPUC staff (Staff) within the Infrastructure Division and the Water Enterprise. The delivery of the Infrastructure-led projects is the responsibility of the Water CIP Director, and ultimately the Assistant General Manager of Infrastructure, Assistant General Manager of Water Enterprise, and the General Manager; however, contractors also play a key role in implementation. SFPUC needs the services of the Program Management Consultant (PMC) to support Staff implementation of the Water CIP on a number of programmatic functions such as strategic capital planning, risk management, pre-construction technical advice, pre-construction planning and management, labor and contract relations, development and refinement of standards and procedures, preparation of programmatic schedules and budgets, and analysis of collaborative (alternative) delivery mechanisms. SFPUC also uses the services of specialized/technical contractors on an as-needed or project-specific basis to assist Staff with functions such as engineering review, planning and preliminary design, and pre-construction support. SFPUC may task the PMC with providing support for any or all projects in the CIP including R&R projects on an as-needed basis.

The key to the success of the Water CIP will be the integration of Staff and external program resources under a unified water capital improvement team that reinforces a clear understanding of roles, responsibilities, and authority. This team approach requires co-location of Staff and some contractors.

The EMG, who oversees the Environmental Review for each of the projects, will be independent of the services provided by the PMC and will use a separate procurement process for all Environmental Review support work. The PMC will not supply any Environmental Review services. However, SFPUC may assign the PMC to assist with Engineering Planning and Analysis and Preliminary Design activities to support the projects moving through Environmental Review.

SFPUC manages the implementation of the CIP at two different levels – Program and Project, with specific decision-making authorities designated for each level. At the Program level, the Program Director manages and directs all aspects of the implementation and delivery for Infrastructure-led projects, including strategic direction of the Program, policies, systems, and procedures to support execution. At the Project level, the Regional Project Managers and Project Managers manage the delivery of all projects during all project phases, and the Project Manager assigned to the project is responsible for overseeing the delivery of the project through all phases. The Program Director reserves the right to request replacement PMC personnel or release PMC personnel at any time during the contract.

# 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 qualified professional services Contractor (Program Management Consultant, PMC) to provide programmatic support services for delivery of the Water CIP.

The Water CIP has been challenged with project deliverability and prioritization of competing projects with limited capital funding. The PMC will support Staff (Infrastructure, Water Enterprise, and Finance) on developing a cohesive Water CIP that meets the strategic operational objectives and LOS Goals of the Water Enterprise and is deliverable and affordable for ratepayers. The SFPUC will also request support from the PMC in evaluating capital needs beyond the 10-year horizon to understand long-term asset management needs as well as the impact to affordability for ratepayers.

The PMC will work under the direction of the SFPUC's Water CIP Director (Program Director) or designee. In addition to this RFP, the SFPUC may issue separate RFPs for specific project planning, design, communications, and construction management.

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

### **1. Program Administration (P)**

- 1.1 Program Contract Management
- 1.2 Program Management Charter
- 1.3 Program Management Plan
- 1.4 Document Management
- 1.5 Quality Management

### **2. Strategic Capital Planning (S)**

- 2.1 Program Review and Alignment
- 2.2 Long-Range Capital Planning and Delivery
- 2.3 Adaptive Management Process
- 2.4 Asset Management Integration

### **3. Program Delivery (D)**

- 3.1 Pre-Construction Program Safety
- 3.2 Program Performance Metrics and Lessons Learned
- 3.3 Risk Management
- 3.4 Facilities Integration Plan
- 3.5 Project Labor Agreement Support



- 3.6 Diversity, Equity and Inclusion Support
- 3.7 Quality Control (Planning and Design)
- 3.8 Communications and Reporting Support
- 3.9 Cost Estimating
- 3.10 Operations Coordination
- 3.11 Program Deliverability Review

#### **4. Project Technical Support (T)**

- 4.1 Project Delivery Review
- 4.2 Project Planning Support
- 4.3 Specific Project Planning Support
- 4.4 Seismic Evaluation/Standards
- 4.5 Hydraulic Modeling and Systems Engineering
- 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency
- 4.7 Design Standards Review and Recommendations
- 4.8 Technology Transfer, Training, and Professional Development
- 4.9 Emerging Technologies Review and Utility Expertise
- 4.10 Value Engineering
- 4.11 Independent Technical Reviews and Input
- 4.12 Building Information Modeling and Asset Digitization

## **3.2 Agreement Term and Schedule**

The Agreement will have a duration of 10 Years.

The SFPUC reserves the right to commence, close, reduce or extend the 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 five years, for a total of 15 years (or 180 months).

## **3.3 Detailed Description of Tasks**

The following is a detailed description of the tasks that SFPUC may request from the PMC; note that this list is not exhaustive and SFPUC may request other related program and project management support tasks throughout the duration of this contract. While SFPUC anticipates each of the tasks will be required one or multiple times over the duration of the contract, SFPUC will administer tasks by separately approved task orders. Upon request from the Program Director or authorized SFPUC Staff, the PMC will develop a proposed scope of work for each task

order assignment including scope, schedule, staff assigned, and budget that SFPUC task order leads and the Program Director will negotiate with the Contractor.

### **3.3.1 Task 1 Program Administration**

Following the Notice to Proceed, the Consultant will work with the Program Director to determine what staff (if any) to co-locate in SFPUC office space. The PMC must have the ability to staff SFPUC offices as requested, from San Francisco to Moccasin.

#### **SUBTASK 1.1 Program Contract Management**

The PMC will assign a Program Contract Manager to track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. The PMC must also track task participation, work scope development, and hours (by individual). The Program Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract progress updates and securing required resources. The PMC, subject to Program Director's approval, will recommend the format and contents for the quarterly progress update reports initially and update them as requested thereafter.

The Program Contract Manager will be responsible for the quality assurance/quality control (QA/QC) of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and Other Direct Costs (ODC) requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate when submitted to the SFPUC. PMC must address questions or errors in the invoices promptly prior to submitting to the Program Contract Manager and the SFPUC.

#### **SUBTASK 1.2 Program Management Charter**

As an initial task, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Charter for the contract. All parties must agree to this Charter, which will set out goals, objectives, and key results that are specific to the execution of this contract. Examples of objectives may include improved program delivery, improved resource allocation, decreased operational and financial risk, improved cost efficiency, higher level of staff and contractor diversity, higher level of stakeholder engagement, and others. The PMC must develop methods for measuring progress and provide quarterly reports and revisit and update the Charter annually.

#### **SUBTASK 1.3 Program Management Plan**

As applicable immediately after the award of this Contract, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Plan (PMP) for the contract. The PMP will be the overarching roadmap for all PMC team members working on the Water CIP. The PMC will develop the PMP initially as a draft for input and approval by the Program Director and

SFPUC management. The PMC shall update the PMP annually to include relevant emerging topics and any appropriate reorganization to incorporate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

- Table of Contents
- Water CIP Overview
- Levels of Service
- PMC Charter
- PMC and Water CIP Staff Organization and Organizational Charts
- PMC Management Approach
- Capital Planning and 10-Year CIP Budget Update Support
- Water CIP Baseline Schedule and Budget Overview
- Water CIP Delivery Performance
- Program Delivery Resource Plan
- Program Achievements and Milestones
- Program Procedures and Controls
- Risk Management Plan
- Evaluation of Operational Risk versus Affordability
- Internal and External Communications Plans
- Finance Plans and Audits
- Quality Management

The PMP may also include annual updates to specific activities and strategies that contribute to the success of the program, such as the following:

- Program Review, Optimization and Validation
- Contracting Resources and Strategy
- Operations and Maintenance Strategy, Coordination
- Internal and External Stakeholder and Agency Coordination
- Environmental Planning and Permits
- Health, Safety and Security
- Lessons Learned
- Technology Transfer/Training
- Work Force Development
- Diversity, Equity and Inclusion Initiatives
- LBE Contracting Compliance
- Asset Management Support
- Change Management and Control
- Sustainability and Resilience Strategies
- Right-of-Way/Easements/Property Acquisition

- Integration of Software Systems
- Legislative Requirements
- Project-Specific Support, Changes, and Notable Highlights

#### **SUBTASK 1.4 Document Management**

The PMC team will assist the Program Director and Staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), adhering to and helping further develop SFPUC procedures and guidance for already created document management systems, and coordinate with Staff to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee the document management system and to ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all critical hard copies. The PMC will organize documentation indices and assign each document with a tracking number.

#### **SUBTASK 1.5 Quality Management**

The PMC will create and update a Quality Management Plan for monitoring and assuring highest level of quality in all work products and communications. The Quality Management Plan will define contract-specific quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC should follow to provide high-quality deliverables for all phases of project delivery.

The PMC will perform QA services on its deliverables and will document the reviews performed as per procedures using appropriate QC checklists. The Quality Management Plan will outline all independent reviews required, checklists used for the reviews, and specifying milestones regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and the Water Enterprise.

### **3.3.2 Task 2 Strategic Capital Planning**

The SFPUC is currently evaluating improvements to its capital planning processes with goals of improving deliverability, accountability, transparency of operational risk, and affordability for ratepayers. Through collaborative staff review and suggested improvements to processes and procedures, SFPUC hopes to improve the delivery of the Water CIP in terms of on-time spending of funding appropriations, on-budget delivery of successful projects, and smooth transition of facilities to adequately resourced and prepared operations and maintenance staff. The PMC team will be a critical partner for developing and implementing improvements to the capital planning and budgeting process over the duration of the contract.

The PMC team will support the Staff in the following sub-tasks for Strategic Capital Planning.

### **SUBTASK 2.1 Program Review and Alignment**

The PMC will review the current Water CIP, including but not limited to:

- Review current program goals, compliance with Water LOS, project prioritization, and desired outcomes.
- Review timing of construction windows with Staff. For example, many HHWP projects rely on an outage of the Hetch Hetchy System, requiring the Bay Area water supply and treatment systems to meet SFPUC water deliveries during the HHWP construction outage. Construction outages and project priorities must be evaluated across the Regional System to determine interdependencies, project schedule risk, and consequences and mitigations for schedule delays.
- Review organizational structure and roles/responsibilities for program and project delivery.
- Review current capital planning process performed by Water Enterprise, Infrastructure, and Finance teams.
- Review current capital projects to assure that all projects are appropriately scoped, budgeted, sequenced, and meet performance criteria, and that achievable schedules and spending plans have been developed.
- Support Staff to align and/or update the Water CIP during budget updates.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet the stated need and performance criteria.
- Validate that each project has a sound business case, aligns with Water LOS, and makes best use of resources.
- Identify and make recommendations regarding permitting requirements for all projects, as needed.
- Recommend improvements to the planning and execution of the current Water CIP; identify conflicts or synergies between projects and programs; facilitate more effective delivery of individual projects, including efficient use of resources; and coordinate future operation and maintenance requirements (current and anticipated) for the Water Enterprise.
- Recommend an integrated strategy for determining operational and maintenance requirements early in projects and to be updated throughout the projects' development including best practices for implementing resource allocation, training, and successful asset on-boarding for successful and sustainable operation and maintenance of future facilities.
- Recommend updates to the Water CIP, based on identified needs for capital improvement of the water system, including new projects into the Water CIP.

- Review and recommend construction contracting strategies, e.g., traditional design-bid-build construction, design-build, and construction manager/general contractor. For collaborative (alternative) contracting strategies, the SFPUC may be interested in exploring some combination of design, build, finance, and operation/maintenance (DBFOM) strategies for delivery of projects, especially operation and maintenance activities for up to five years following start-up.

### **SUBTASK 2.2 Long-Range Capital Planning and Delivery**

The PMC will work with Staff to develop and support a framework for long-range capital planning and delivery with confirmation of current drivers and long-term levels of service goals. As part of this framework, the PMC will consider future/evolving drivers, including condition of assets, operational risk, financial affordability, staffing resources/deliverability, environmental impacts, climate change, new regulatory requirements, water supply and drought management, opportunities for innovation and energy optimization, multi-city-agency opportunities, etc., to develop the capital planning and delivery framework. SFPUC will incorporate the projects identified from the review of the current Water CIP into the long-range capital planning framework.

Using this framework, the PMC will support the Staff to identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to operational risk (likelihood of failure and consequence of failure), regulatory and policy drivers, hydraulic adequacy and redundancy, sustainability, maintenance history, financial affordability, and other factors tied to the LOS Goals.

The PMC will support the Staff to develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the Water CIP in years 1-5 will be made annually (September 30). Annual review will allow the Water Enterprise Divisions to correct for unspent appropriations and allow for development of a plan to address project delays, i.e., get projects back on track, prior to the biennial update to the 10-Year Water CIP.

### **SUBTASK 2.3 Adaptive Management Process**

The long-range capital planning and delivery framework will be a living document and a guideline for a continuous adaptive management process. The framework will be updated with the Staff as needed to reflect changes in the current and future drivers. New drivers will be added to the framework as changes to the climate, environment, regulations, and internal workforce etc., continue to evolve.

The adaptive management process will continue to prioritize the projects and programs over a

2-year, 10-year, and 20-year timeframe during each bi-annual 2-year budget and 10-year capital planning process. The project scope and definitions will be continuously refined and optimized during each update. The adaptive management process will be collaborative with Staff.

#### **SUBTASK 2.4 Asset Management Integration**

The SFPUC may task the PMC to support Staff with condition assessment and asset management integration. The SFPUC may task the PMC to work with Staff to develop best practices and procedures for integrating project data and maintenance requirements from capital projects into the Water Enterprise's computerized maintenance management system (Maximo). The SFPUC may task the PMC to review current Infrastructure procedures and provide recommendations to improve the processes of commissioning and decommissioning assets during the design, construction and close-out phases of projects, and to more clearly define the roles and responsibilities of the contractor, Infrastructure and the Water Enterprise Divisions at each phase of the project. Finally, the SFPUC may task the PMC to support the Water Enterprise Divisions to ensure that all documents for new assets, including but not limited to as-built and record drawings, spare parts requirements, standard operating procedures, and long-term operations and maintenance requirements and resources, meet acceptable levels of quality and are received prior to project close-out.

The SFPUC may task the PMC to assist with efforts to create capital project risk and prioritization tools to provide transparency of their operational risk and funding needs. To prioritize capital funding across the Water Enterprise, the Water Enterprise Divisions may collectively work with the PMC to build "dependency" into their risk prioritization tools to manage priorities of the Water CIP across the Divisions.

### **3.3.3 Task 3 Program Delivery**

#### **SUBTASK 3.1 Pre-Construction Program Safety**

Working with the SFPUC's Health and Safety Division staff, the PMC will prepare a Health and Safety Plan for Water CIP pre-construction activities and appropriate training and compliance reporting will be identified. In addition, the SFPUC may task the PMC to:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction to SFPUC and contractor staff on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training for staff and consultants on accident prevention methods and the elimination of unsafe acts and working conditions. Review safety documents including, but not limited to, safety



manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

### **SUBTASK 3.2 Program Performance Metrics and Lessons Learned**

PMC will review SFPUC's financial and project controls systems as well as other project data and recommend key performance indicators to monitor and trend over time. Other data that may provide key performance information (such as number of staff positions and vacancies, number and size of professional services and construction contracts, reasons for schedule and budget variances) will also be recommended and developed for simplified collection, monitoring, and trend analysis. In addition, the PMC will review and develop improvements to methods for collecting, analyzing and communicating lessons learned from various project phases. PMC will monitor key performance data and make recommendations for improvements from trends and data as part of the program's quarterly status update report (as required under Subtask 1.1 Contract Management). PMC must communicate lessons learned effectively through a repeatable and easily accessible medium to facilitate effective knowledge transfer.

### **SUBTASK 3.3 Risk Management**

The SFPUC may task the PMC to support the development and implementation of a risk management plan to manage program risks. PMC may review and suggest refinements to program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC may support development of a process to identify program risks and develop mitigation strategies.

The PMC may assist the SFPUC to develop, review existing, and/or refine program and project level risk management plans for the preparation and maintenance of a risk register for the program, identifying programmatic and project-related risks (e.g., resources, procurement, escalation, market conditions) associated with the program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

The PMC may assist the SFPUC to develop and implement processes and tools for the identification of program and project risks and opportunities. The PMC may work with project staff to evaluate each project for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.) throughout each phase of the project to be updated at each project's major milestone. SFPUC may task the PMC to develop a risk register for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation. The PMC may develop or recommend updated procedures for developing, evaluating, updating and managing project risks.

### **SUBTASK 3.4 Facilities Integration Plan**

The PMC will assist in preparing a Facilities Integration Plan for the Water CIP. The Facilities Integration Plan will detail system and project-level shutdown requirements and physical and operational modifications for the existing and future system that may impact other facilities, projects, resources (such as electrical capacity) or operation and maintenance requirements. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging areas (acquisition, lease or other), equipment or spare parts storage, shutdown requirements and limitations, long-term resource requirements for operations and maintenance, and staff and resource availability.

### **SUBTASK 3.5 Project Labor Agreement Support**

The SFPUC has a Project Labor Agreement that applies to the construction work in the WSIP, WECIP and HCIP (<https://sfpuc.org/pla>). The PMC may assist with managing Project Labor Agreement compliance and updates as directed by the SFPUC. Further, the PMC may provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

### **SUBTASK 3.6 Diversity, Equity and Inclusion Support**

The PMC may provide support integrating capital program delivery and partnering with local communities incorporating SFPUC's direction as described in Section 1.5 for Diversity, Equity and Inclusion (DEI) in support of SFPUC's policies described in Section 2.2. An initial task will be to assess capital program delivery from a DEI perspective. These efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin.

### **SUBTASK 3.7 Quality Control (Planning and Design)**

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases.

The PMC may prepare a quality management plan outlining recommendations for independent reviews and specifying milestones for when the reviews will occur. The PMC may provide QC services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services may include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services.

The PMC will provide technical specialists with a diverse range of expertise, including but not limited to expertise in geotechnical, seismic, hydraulics, process, mechanical, electrical, environmental, instrumentation and controls, and security systems engineering and science for facilities including dams, water supply facilities, hydroelectric generation and transmission facilities, water treatment plants, tunnels, pipelines, pump stations, water metering systems, and

distribution systems.

### **SUBTASK 3.8 Communications and Reporting Support**

The PMC will provide a Program Communications Coordinator and staff to support programmatic and related communications for the Water CIP. The PMC Communications Coordinator will work closely with SFPUC Communications staff to conduct an evaluation of the current Water CIP communications program, and then develop and implement an updated Water CIP strategic approach and a Communications Plan specific to the Water CIP. The Communications Plan will be evaluated and updated over time, including updates to messaging and key stakeholders, and as needed to account for major Water CIP milestones or regional or national events. Project-specific communications support may be provided by the SFPUC or project-specific teams. If necessary, PMC communications staff may support limited project communications.

The PMC Communications activities, deliverables and support may include, but not be limited to:

- Supporting the development and implementation of an updated Water CIP Communications Plan
- Developing key messaging and frequently asked questions
- Creating informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Creating videos
- Developing website content
- Creating graphics, such as maps, figures, infographics, and other visual communication tools
- Developing presentations and associated talking points
- Developing media press releases and press kits
- Developing surveys
- Tracking/activity reports for all outreach and engagement activities
- Writing industry articles and award submittals
- Translating materials into different languages
- Assisting in planning and organizing communication events such as stakeholder meetings or contractor outreach.

### **SUBTASK 3.9 Cost Estimating**

SFPUC may task the PMC to review and refine cost estimating standards to be used for all Water CIP projects by Staff and outside consultants for project, construction, and facility lifecycle cost estimates. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various consultants. SFPUC may task the PMC to develop guidelines for cost estimates including calculation of escalation, incorporation of market factors, use of contingencies at various phases and milestones, and long-term facility lifecycle cost analysis.

The PMC will provide a Lead Cost Estimator for the Program who will be responsible to oversee all cost estimating activities by the PMC. SFPUC may task the PMC to prepare preliminary cost estimates for new projects and/or to assist the SFPUC with the development of Planning-level project cost estimates. The PMC will work with the Program Director, the Senior Project Managers and Engineers, and other Staff during this phase of work to determine the anticipated scope of work, preliminary performance criteria, and level of effort for each project. The team will evaluate each project for escalation and other risks. The team will also consider linkages to other projects, sequencing, and operating permit restrictions.

During the Design Phase, SFPUC may task the PMC to provide quality assurance and cost estimate review. SFPUC may task the PMC to provide cost estimating support for capital improvement projects throughout their development. The PMC may also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

The PMC may support SFPUC Finance, Rate Evaluation, City Bond Sales and Budgeting with cash flow projections.

SFPUC may task the PMC with developing project life cycle cost estimates during the Planning and Conceptual Engineering phases of project development. The life cycle costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information for the estimated life of the asset. SFPUC may task the PMC to update the life cycle cost estimates when the project is at 95% Design. The PMC may refine the format for the presentation of life cycle cost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public.

### **SUBTASK 3.10 Operations Coordination**

SFPUC may task the PMC to review program practices for project participation by Water Enterprise Divisions and make recommendations to processes, procedures, and roles/responsibilities to enhance an earlier and more comprehensive understanding of operations and maintenance (O&M) resource requirements early and throughout the project. This may include higher level of participation and input by Water Enterprise staff, greater and earlier requirements to estimate resources needed for effective and long-term facility O&M, support for resource determination and allocation, training and technology transfer, pilot and start-up testing support, and other actions to better facilitate smooth transition of project assets to long-term sustainable operations. Infrastructure Procedures may be reviewed by the PMC to recommend opportunities to improve earlier and more detailed development of O&M needs and requirements at each phase of the project.

### **SUBTASK 3.11 Program Deliverability Review**

The PMC may assist the SFPUC in performing resource and staffing assessments to determine ability to deliver the program effectively and make recommendations for resource additions, enhancements, or reallocations in order to improve program deliverability.

### **3.3.4 Task 4 Project Technical Support**

SFPUC may task the PMC to provide project-specific technical support.

San Francisco City staff with relevant experience, including SFPW, will be given the first offer to provide services under this Task. The first offer to provide services is contingent upon SFPUC's in-house and SFPW's ability to deliver the requested services that meet SFPUC standards for quality, schedule, and budget, without impacting other commitments for project work already being performed.

### **SUBTASK 4.1 Project Delivery Review**

SFPUC may task the PMC to support the Program Director in overseeing all pre-construction activities, including engineering design, project management functions and project team performance, and may help develop and update annually a list of critical Water CIP projects for additional oversight. The PMC may provide engineering expertise in the form of value engineering, third party review, technical advisory panels, cost estimating, management review, and progress evaluations for the design development of projects, and support project teams to verify that in-house and contractor planning and design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress. SFPUC may task the PMC to verify that project teams are complying with all established Infrastructure procedures, program and project-specific design criteria, the internal QC standards established by the EMB, and that the projects continue to conform to the LOS, performance criteria, objectives, and design criteria established for each project.

### **SUBTASK 4.2 Project Planning Support**

#### **Condition Assessment Support**

SFPUC may request the PMC to perform baseline condition assessments for water and power facilities to assess their current condition and remaining lifespan. These assessments will inform the development and prioritization of scope, schedule, sequence of elements, and estimated cost of capital projects. The PMC will coordinate condition assessments with Water Enterprise Divisions and document the investigations to establish the condition of each major asset in accordance with current asset management practices. Each process and function will be evaluated based on its risk and consequence of failure, maintenance requirements, and ability to meet current and future requirements for performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive

environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards.

Deliverables for conditions assessment will be defined by task order.

The Water Enterprise Divisions may task the PMC to assess conditions of facilities down to the asset level. Deliverables may include Excel data sheets for condition that can be imported into the Division's computerized maintenance management systems (Maximo). The condition assessments (desktop and field) will be conducted in coordination with the Water Enterprise Divisions, and may include SFPUC Project Managers, and other Staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific Water CIP projects. All condition assessments will utilize SFPUC data, if available, and provide details on deficiencies, remaining lifespan, maintenance requirements, capital and lifecycle cost, and prioritization.

#### **Needs Assessment Support**

Staff will lead the development of the Needs Assessment subphase and may request PMC support for selected projects based on the capital planning process and schedule. The Needs Assessment subphase may include the development of preliminary project scope and performance criteria, including data collection and analysis, back-up documents for performance requirements, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

#### **Project Alternatives Analysis and Conceptual Engineering Support**

The SFPUC will lead the development of project alternative analysis and conceptual engineering and may request PMC support, including up to 10% design based on the Needs Assessment subphase. The PMC may support Staff with the development of alternative analysis, including alternatives development, comparison of alternatives to LOS goals and objectives, development of asset performance criteria, review of operations and maintenance requirements for each alternative, estimates of lifecycle and construction costs and schedules, utilizing triple bottom line (TBL) or other sustainability metrics, drafting and/or reviewing Alternative Analysis Reports (AAR), figures and presentations. The PMC may support the Staff with the development of Conceptual Engineering Reports (CER), including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

### **SUBTASK 4.3 Specific Project Planning Support**

SFPUC may task the PMC at the initiation of the contract to perform planning evaluations including alternatives analysis and conceptual engineering for five regional Alternative Water

Supply (AWS) projects and one local AWS project that are detailed below and in the report in Appendix C6. The AWS Program to increase water supply reliability for the Regional Water System is currently evaluating six projects: two storage expansion projects with associated conveyance alternatives and supply; one recycled water project that offsets groundwater pumping; and three regional purified water projects. Each of the regional AWS projects increases the reliability of regional supplies in dry years when surface water supplies are most vulnerable. In addition, local AWS projects reduce demand from retail customers in San Francisco and thus benefit the Regional Water System reliability. One proposed local AWS project, PureWaterSF, explores the reuse of treated San Francisco wastewater effluent through advanced purification to meet stringent drinking water standards as a future sustainable water supply. These projects are at different stages of planning and design, and their need for funding and commitment for implementation will be staggered. Under this contract, the PMC may support Staff to perform planning evaluations and design review for six projects as outlined below. Future requirements may require evaluation of different, additional, or expanded projects from those listed in this RFP.

#### 1) Los Vaqueros Reservoir Expansion Project

The Los Vaqueros Expansion (LVE) Project is a storage project that can provide up to 40,000 acre-feet of additional carryover storage for the SFPUC. Located outside of the SFPUC's service area, it can provide a strategic location for storage and access to potential new water supplies. Environmental review for the LVE is complete, and the State has approved conditional funding for the project. Additional federal loans and grants are likely to become available. The project provides both urban water supply benefits as well as environmental benefits. Based on early modeling, SFPUC anticipates that dry-year conveyance capacity in the Department of Water Resources (DWR)-owned South Bay Aqueduct will be sufficient to accommodate SFPUC deliveries into the Regional Water System at San Antonio Reservoir or by exchange with partner agencies.

SFPUC's participation in the LVE Project would also necessitate implementation of companion projects: Supply Alternatives for LVE and Conveyance Alternatives for LVE, both of which are in early planning stages of development. Because the SFPUC's system is not hydraulically connected to the Los Vaqueros Reservoir, both a supply source and delivery mechanism are critical to realizing the benefits of storage from LVE.

For the Conveyance Alternatives, the SFPUC will design improvements to increase the capacity of an existing connection owned by DWR between the DWR's South Bay Aqueduct and the SFPUC's San Antonio Reservoir to accommodate dry year deliveries from the Los Vaqueros Expansion project. Under this contract, the SFPUC may task the PMC to work with Staff to review performance objectives, prepare AAR, prepare CER, and provide design review support for the Conveyance Alternatives for LVE in coordination with DWR and SFPUC.



## 2) Daly City Recycled Water Expansion Project

The Daly City Recycled Water Expansion Project will provide recycled water to users that pump groundwater from the South Westside Basin to meet irrigation needs. By replacing the source of supply for irrigation, up to 0.7 mgd may be available in the South Westside Basin in a dry year, on an average annual basis. This project supports the Regional Groundwater Storage and Recovery project by minimizing the risk that use of the South Westside Basin by irrigation customers could affect availability of supplies and groundwater operations in dry years when water is scarce. Competition for supplies and the need for mitigation of potential impacts in the South Westside Basin in dry years can be reduced or eliminated by providing an alternate supply source for non-potable uses in the South Westside Basin.

SFPUC has completed environmental review and 30% design for this project. Under this project, the SFPUC and project partners will co-locate a new tertiary treatment plant with Daly City's existing recycled water facility to product 1.06 mgd (annual average) water for the irrigation of cemeteries in Colma and other municipal and local uses. In addition to treatment, the SFPUC and project partners will build a new transmission pipeline, storage tank, and pump station. The SFPUC will not own or operate the treatment facility, storage tank, or pump station. The pipeline may be owned by the SFPUC, but would likely be operated by Cal Water as it is within that entity's service area.

For the Daly City Recycled Water Expansion Project, SFPUC may task the PMC to review design documents and recommend modifications in design for consistency with SFPUC standards, as needed.

## 3) South Bay Purified Water Project

SFPUC is exploring this purified water project in coordination with the cities of San Jose and Santa Clara as a means of delivering dry year supply to the SFPUC and all-year supply to San Jose and Santa Clara. The initial project concept explored by the SFPUC and Cities would deliver 3.5- mgd of dry year supply to the SFPUC and 6.5 mgd in all years to San Jose and Santa Clara. By delivering dry-year supply to the SFPUC, the project can offset some of the impact of potentially providing permanent status to these (currently) interruptible wholesale water customers. The SFPUC Commission has committed to making a decision regarding permanent status designation for the two cities by December 2028. To support that determination, SFPUC would benefit from completion of the environmental review of potential additional supplies prior to that decision.

SFPUC would not operate this project as currently envisioned; the project would either be operated by the cities of San Jose and Santa Clara or another entity such as a Joint Powers Authority in all years and provide water to the SFPUC only in dry years when SFPUC projects a shortfall to meet the demands of SFPUC customers. SFPUC would own facilities relating to delivery of water to the Regional Water System including storage tank, pipeline connection from

treatment to transmission, and pump station. While the initial feasibility study for this project is positive, SFPUC requires additional studies, such as the evaluation of brine discharge options and operation and distribution needs, to fully determine its viability.

For the South Bay Purified Water Project, the SFPUC may task the PMC to support Staff (1) to prepare the AAR and CER for project elements that would be owned and operated by the SFPUC, and (2)\_to coordinate with the greater project team for SFPUC's participation.

#### 4) PureWater Peninsula

The PureWater Peninsula project would generate up to 12 mgd of purified water. This project would facilitate conveyance of treated wastewater from Silicon Valley Clean Water (SVCW) and the City of San Mateo to a new advanced water treatment facility to produce purified water; the purified water could then be discharged into Crystal Springs Reservoir or blended into the SFPUC's Regional Water System directly. The SFPUC may task the PMC to support Staff to provide planning evaluations including AAR and CER for the PureWater Peninsula project.

The SFPUC, or a Joint Powers Authority including the SFPUC, may be the primary owner and operator of the PureWater Peninsula project facilities. These facilities are envisioned to include: new treated water pipeline(s) to the new treatment facility (from San Mateo and/or Silicon Valley Clean Water); advanced purified water treatment facility; power facilities; pump station; one or more purified water pipelines to the Regional Water System and/or Crystal Springs Reservoir; modifications (if needed) to the Pulgas Dechloramination Facility; and various ancillary facilities. The SFPUC may task the PMC to support Staff to review performance objectives and an AAR that is being prepared by Water Enterprise. SFPUC may task the PMC to subsequently prepare the project CER.

#### 5) Calaveras Reservoir Expansion Project

The Calaveras Reservoir Expansion project may provide between 22,000 acre-feet and 290,000 acre-feet of additional storage depending on the height of the dam raise. The additional storage may result in estimated available supplies of up to 2.7 to 28.6 mgd in a dry year, on average over 7.5 years of an 8.5-year design drought. In 2018, the SFPUC completed the Calaveras Dam Replacement Project (CDRP), which involved construction of a new dam at Calaveras Reservoir that will allow future dam height increases. Following this construction, SFPUC conducted the Calaveras Dam Raise Feasibility Study (AECOM 2020, Appendix C7), which identified four potential dam raise scenarios and compared the corresponding increases in capacity against project costs. Increasing the dam height could allow for increased storage of surplus water that could be redirected from other areas of the Regional Water System. Also, the Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks, 2022, Appendix C8) evaluated eight alternatives to convey water into an expanded Calaveras Reservoir. SFPUC requires additional investigation before making specific project recommendations.

The SFPUC may task the PMC to support Staff to prepare an AAR followed by a CER for the Calaveras Reservoir Expansion Project, consisting of two major interrelated scope items:

Calaveras Dam Raise: The purpose of the Calaveras Dam Raise is to develop reservoir expansion alternatives that compare curves of estimated construction cost versus reservoir elevation and capacity for SFPUC's water supply planning purposes. The current reservoir has a capacity of 92,000 acre-feet at spillway crest elevation 756.2 feet. SFPUC may task the PMC to compare cost, environmental, geotechnical, operational, and other criteria.

Calaveras Reservoir Conveyance System: The purpose of the Calaveras Reservoir Conveyance System is to evaluate alternatives for conveying Regional Water System water to Calaveras Reservoir via existing, new, and/or modified water transmission infrastructure. The AAR will evaluate a range of flows and configurations to determine impacts, costs, benefits, operations challenges, environmental considerations, and other criteria.

The SFPUC may task the PMC to review all pertinent background information and previous analyses for the project and provide planning engineering support. Potential work elements may include topographic survey, geotechnical investigation, data interpretation and analysis, evaluation of operations and maintenance benefits and challenges, cost estimates, right-of-way and easement support services, pipeline conceptual design, tunnel conceptual design, utility location, potholing, hydraulic modeling, surge analysis, pump station conceptual design, corrosion assessment, condition assessment, structural dam conceptual design, structural, mechanical and electrical design for electrical substation and valve vaults.

#### 6) PureWaterSF Demonstration Facility

The PureWaterSF project envisions producing 4 mgd of purified water within San Francisco from two purified water treatment plants and meeting up to 1.2 mgd of non-potable supply. The SFPUC could operate one treatment plant on the east side of San Francisco to deliver about 2 mgd of drinking water in addition to 1.2 mgd to meet the non-potable demands associated with existing dual-plumbed buildings. The SFPUC could operate a parallel plant on the west side of San Francisco to deliver up to 2 mgd of drinking water into the distribution system. To advance this Local AWS project in the retail service area, SFPUC is planning to build and operate a small demonstration scale (up to 1 mgd) advanced treatment facility in compliance with new regulatory standards for Direct Potable Reuse in California that will provide information for public outreach, data collection, and operator training. The treatment facility will pull feed water from an existing sewer line. SFPUC has not yet determined the location for the demonstration facility, although SFPUC has identified a leading candidate site and 1-2 potential alternatives.

The SFPUC may task the PMC to support Staff to develop performance objectives, prepare AAR including site location, and prepare CER for the demonstration treatment facility. SFPUC may also task the PMC to support related public outreach, data analyses and operator training and input.

#### **SUBTASK 4.4 Seismic Evaluation/Standards**

The SFPUC may task the PMC to support the Infrastructure EMB and Water Enterprise in evaluating asset-specific seismic risks and consequences using data, models, and other available tools. If requested, the PMC may support the development or refinement of asset type specific levels of service, seismic evaluation processes, and seismic design standards for any or all Water Enterprise facilities, including dams, tunnels, pipelines, treatment plants, hydroelectric facilities, and systems such as distribution and transmission systems. The seismic design standards may be incorporated into the Water CIP design standards.

#### **SUBTASK 4.5 Hydraulic Modeling & Systems Engineering**

SFPUC may task the PMC to provide specialized modeling expertise in the areas listed below. All modeling efforts will be collaborative and supported by Staff subject matter experts. Any models developed for the program will be considered property of the SFPUC; the SFPUC may request training and maintenance support for long-term and/or in-house implementation of the models or software systems.

- **Hydraulic Modeling:** Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, pressure driven and demand driven pipe network models, to evaluate the existing/proposed water network and systems for potential hydraulic issues including meeting LOS goals and performance criteria, future demand scenarios, surge, and other scenarios. Recommend operational or design modifications to address system hydraulic issues.
- **Physical Models:** Utilize and collaborate with appropriate laboratories to develop physical model(s) to simulate system or facility hydraulics and identify hydraulic issues in the existing/proposed structure including dams, pipelines, treatment plants, etc. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with Staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.
- **Water Quality Modeling:** Perform time-related water quality simulations to predict system performance and trends and to recommend solutions. These simulations may be related to groundwater quality, surface raw water quality and treatment, and transmission/distribution system water quality.
- **Treatment Plant Modeling and Optimization:** Evaluate and utilize numerical tools to identify opportunities to optimize the current treatment plant processes at water treatment facilities and quantify optimization benefits. Foster collaboration between Staff subject matter experts and industry experts on development and implementation of the optimization tools.

- **Distribution System Optimization:** Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current water distribution system strategies for pipeline replacement and facility improvements, including evaluations related to leak detection and repair, water quality, main break data evaluations, pipeline condition assessments and testing, and evaluations of alternative methods for pipeline rehabilitation and maintenance. Provide support to maintain or improve existing tools, such as the hydraulic model and geographical information system (GIS) database, used for operational decision support for the distribution system, including valve exercise program, emergency response protocols for main breaks and fire suppression (such as using models to simulate emergency response scenarios), and distribution of critical valves and pipelines for seismic upgrades.

#### **SUBTASK 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency**

SFPUC may task the PMC to support Staff in evaluating response to seismic events and potential changes to climate factors (including precipitation, temperature, groundwater, sea-level rise, storm surges, and wildfires), and their impacts to the water delivery and power generation/transmission infrastructure. The major tasks may include but are not limited to:

- Analyze and review the SFPUC's design standards and boundary conditions related to earthquakes, seismic response, probable maximum flood, and other resiliency planning parameters, as needed on a project-basis and overall, to be reviewed and updated every five years.
- Coordinate with SFPUC Water Enterprise subject matter experts and utilize existing operational data from SFPUC climate change studies to confirm the performance of future Water CIP projects. This includes surface and groundwater projects.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc., review design criteria and guidelines for planning and designing future Water Enterprise facilities. Continue to support the Staff with adaptive management of the water infrastructure facilities.
- Review and update, as requested, Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, lifelines and resiliency plans, wildfire mitigation plans, and other adaptation plans as requested by City staff.
- Support Staff in submitting grant applications that will fund the planning, design, or construction of climate resilience projects.

#### **SUBTASK 4.7 Design Standards Review and Recommendations**

SFPUC may task the PMC to support Staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all Water Enterprise assets.

Water CIP Design Standards include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting, instrumentation controls standards, security, HVAC standards, fire protection, ADA, and/or material standards.

SFPUC may task the PMC to support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards.

SFPUC may task the PMC to support Staff in reviewing and revising the existing Division 1 specifications used in Water CIP contracts for issues that are unique to Water Enterprise to ensure they are clear, including permit and operating restrictions, seasonal and diurnal requirements for water treatment and power generation facilities, shutdown coordination requirements, contractor sanitary work practices, communications and outreach requirements, traffic control, construction staging, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. SFPUC may task the PMC to support Staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to Water Enterprise and clear coordination requirements between agencies and the contractor are included as appropriate.

SFPUC may task the PMC to support the Water Enterprise as directed by the Program Director in performing design criteria audits; and will be required, periodically, to ensure that the design criteria are being met and the procedures are being followed.

#### **SUBTASK 4.8 Technology Transfer, Training, and Professional Development**

SFPUC may task the PMC to work with the Program Director and Water Enterprise senior staff to identify knowledge gaps associated with the implementation of Water CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include asset management, contracting strategies, specialized hydraulic modeling, pump station upgrades, program controls, operational and maintenance requirements, program management, or other project areas that could be beneficial to program delivery.

#### **SUBTASK 4.9 Emerging Technologies Review and Utility Expertise**

SFPUC may task the PMC to support the SFPUC in investigating new technologies being considered for inclusion in Water CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability and resiliency, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. SFPUC may task the PMC to assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC may provide information on the application and performance at other Water agencies and industrial users. The PMC may develop anticipated capital and long-term operations and maintenance costs and resource requirements for new technologies being

considered. The PMC may be required to develop white papers that detail the technology, where it is being used, the level of maturity and cost of the technology, life-cycle cost comparison to traditional technologies, O&M considerations, resource requirements, and the risks and mitigation strategies necessary to enable the technology to be utilized by the Water Enterprise. The white papers will include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

#### **SUBTASK 4.10 Value Engineering**

SFPUC may task the PMC to provide Value Engineering reviews on specified phases of Water CIP projects identified by the Program Director. The review is intended to achieve the highest degree of cost-effectiveness over the long-term while meeting the Water CIP goals and LOS. The reviews will consider capital cost, constructability, construction phasing, operations, and maintenance costs over the life of the asset (Life Cycle Cost), keeping the available staffing resources as part of the comparison.

#### **SUBTASK 4.11 Independent Technical Reviews and Input**

The SFPUC may task the PMC to support the Program Director to oversee pre-construction activities, including engineering design, project management functions and project team performance, and to determine a list of critical Water CIP projects. SFPUC may task the PMC to review the critical projects' planning and design documents for clarity, consistency, and constructability. The PMC may recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC may provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, dam safety, reservoirs, water treatment plants, filtration systems, groundwater wells, groundwater treatment and delivery, recycled water treatment and delivery, tunnels, major pipelines, pump stations, energy evaluations, hydroelectric generation facilities, high-voltage transmission facilities, geotechnical evaluations, trenchless and other construction methods, water loss evaluations, fire suppression water demand, seismic evaluations, and other topics related to the Water CIP. The independent experts and/or TAP qualifications will be evaluated and approved by the Program Director and designees. The independent experts or TAP will interact with project teams to verify that in-house and consultant design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress and verify that the project teams are complying with all established program and project-specific design criteria, the internal QC standards established by the EMB and the requirements of the Infrastructure Quality Management Program.

#### **SUBTASK 4.12 Building Information Modeling and Asset Digitization**

SFPUC may task the PMC to support delivery of the Water CIP by providing Building Information Modeling (BIM) services to Infrastructure and Water Enterprise. Digitization of water facilities is an ongoing effort as part of the Water Enterprise asset management approach to support

planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC may be asked to recommend which projects may benefit from BIM and why, and support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

### **3.4 SFPUC Staff Responsibilities**

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

- SFPUC's Water Program Director is responsible for the overall delivery of the Water CIP and ensures that the projects recommended within the Water CIP support fulfillment of the adopted LOS goals.
- The SFPUC PMB will provide project management services.
- The SFPUC Program Controls Group will provide program/project level controls services and may help coordinate projects managed by the Water Enterprise Divisions.
- The SFPUC EMB will provide project engineering and engineering design support services with a combination of Water Enterprise engineering and operations staff and SFPW (as required), during the planning, design, pre-construction and construction phases of projects.
- The SFPUC EMG will provide City staff to perform environmental management services and coordinate with the San Francisco Planning Department.
- SFPUC CMB will provide construction management services.
- SFPUC Water Enterprise Operation's Representative(s) (OR) will be assigned at the start of each project to provide criteria and input as-needed. Subject matter experts from the Water Enterprise Divisions will be requested through the OR to support the project(s).

PMC Performance: The Program Director and Staff will be responsible for completing the Consultant Performance Evaluation annually, beginning the quarter following contract Notice to Proceed (NTP). This RFP includes the Consultant Performance Evaluation Procedure as Appendix L. If the PMC receives a deficient performance review, the Program Director will initiate a corrective action plan for the PMC and evaluate performance quarterly until the PMC corrects the performance issue.

### **3.5 General Obligations**

- PMC must implement the Water CIP work in accordance with SFPUC Infrastructure



Division's Capital Improvement Plan Procedures.

- All documents generated by the PMC as part of the program/projects included in this RFP must be in conformance with SFPUC standards and formats. PMC must submit all deliverables, depending on type, separately in draft and final document format. PMC must address all comments and/or issues raised during the review of draft documents in the final documents.
- Throughout delivery of the Water CIP and all project phases, PMC will collaborate with the SFPUC Program Team and Project Teams.
- PMC will develop and maintain a schedule indicating the critical path for Task Orders.
- PMC will submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two weeks of date of meetings.
- PMC will submit monthly progress reports five calendar days after the end of each month, and quarterly progress reports that are more comprehensive describing overall contract progress and highlights (see Section 3.1 Subtask 1.1 Program Contract Management).
- SFPUC will provide the Key Team Members identified in Section 4.3 of this RFP with office space at 525 Golden Gate in San Francisco; the individuals must be available in person at least 3 days per week or as requested to attend in-person meetings. PMC must make other PMC staff (such as Lead Team Members in Section 4.4) available to attend in-person meetings at SFPUC offices and facilities as requested, from San Francisco to Moccasin.

## 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 Partners Qualifications

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

#### A. Prime Proposer or Lead JV Partner Qualifications

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

- The Prime Proposer or Lead JV Partner must either (i) have been in business for a minimum of 20 years providing Program Management Services (defined as including Planning, Design, and/or Pre-Construction Management) for water, wastewater, or power infrastructure capital programs; OR (ii) have been in business for 10 years providing water, wastewater, or power Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm, with a minimum of 20 years experience providing Program Management Services for water, wastewater, or power infrastructure capital programs; AND
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, Program Manager where it was responsible for management of a programmatic team on at least three complex water, wastewater, or power infrastructure programs, with a value of \$500 Million or more, within the last 15 years, that are similar in complexity to the Water CIP; at least one of the three programs must clearly demonstrate experience in managing a program with at least one project greater than \$300 Million in construction value (see below table for project construction value of at least \$300 Million, escalated by 2.5% per year, compounded annually); AND

<u>Year of Completion</u>	<u>Minimum Value of Project</u>
2010	\$212,318,159
2011	\$217,626,113
2012	\$223,066,766
2013	\$228,643,435
2014	\$234,359,521
2015	\$240,218,509
2016	\$246,223,971
2017	\$252,379,571
2018	\$258,689,060
2019	\$265,156,286
2020	\$271,785,193
2021	\$278,579,823
2022	\$285,544,319
2023	\$292,682,927
2024	\$300,000,000

- The Prime Proposer or Lead JV Partner must demonstrate a working knowledge and understanding of current California water issues, regulations, and stakeholder concerns; AND
- The Lead JV Partner must demonstrate proven experience in managing and leading.

#### **B. Non-Lead JV Partner Qualifications**

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

- The Non-Leading JV Partner must either (i) have been in business for a minimum of 15 years providing Program Management Services for water, power, and/or wastewater infrastructure capital programs (dams, water transmission, water filtration, water treatment, tunnels, water distribution, hydro-electric generators, penstocks, power transmission/distribution, and/or substations); OR (ii) have been in business for five years providing water, power, and/or wastewater Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of 15 years experience providing Program Management Services for water, wastewater, or power infrastructure capital programs; AND
- The Non-Lead JV Partner must have experience as a Prime or JV Partner who has managed a programmatic team on at least two complex water, power, and/or wastewater

infrastructure programs, with a value of \$300 Million or more, within the last 15 years (see below table for project construction value of at least \$300 Million, escalated by 2.5% per year, compounded annually), that are similar in complexity to the Water Enterprise's 10-year capital plan; AND

<u>Year of Completion</u>	<u>Minimum Value of Project</u>
2010	\$212,318,159
2011	\$217,626,113
2012	\$223,066,766
2013	\$228,643,435
2014	\$234,359,521
2015	\$240,218,509
2016	\$246,223,971
2017	\$252,379,571
2018	\$258,689,060
2019	\$265,156,286
2020	\$271,785,193
2021	\$278,579,823
2022	\$285,544,319
2023	\$292,682,927
2024	\$300,000,000

- The Non-Leading JV Partner must demonstrate a working knowledge and understanding of current California water and/or power generation/transmission issues, regulations, and stakeholder concerns.

## 4.2 Subcontractor Qualifications

To qualify as a **subcontractor** that will provide technical services described in this RFP, each subcontractor must possess, at a minimum, the following qualifications:

- The Subcontractor providing key/lead team members must either (i) have been in business a minimum of five years providing related services in the tasks for which the Subcontractor is providing key/lead team members; OR (ii) have been in business for one year providing water, wastewater or power Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five years experience providing related services in the tasks for which the Subcontractor is providing key/lead team members; AND

- The Subcontractor providing one of the key/lead positions (i.e. Program Management Advisor, Pre-Construction Technical Advisor, etc.) as part of a programmatic team must have either (i) experience on at least one complex water, wastewater, or power infrastructure program, with a value of \$300 Million or more, and similar in complexity to the Water CIP; OR (ii) have an owner, partner, or principal officer that fulfills this experience.

To qualify as a **subcontractor** that will provide support staff technical services described in this RFP, each subcontractor must possess, at a minimum, the following qualifications:

- The Subcontractor providing support staff or technical/business services must either (i) have been in business for a minimum of five years providing services in one of the technical/business fields required under the scope of services (i.e. Cost Estimating, Technical Reviews, etc.); OR (ii) have been in business for a minimum of one year providing services in one of the technical/business fields required under the scope of services AND have an owner, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five years of experience in the technical/business field required under the scope of services for which the Subcontractor is being proposed.

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

## 4.3 Key Team Member Qualifications

The following are required qualifications for key positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL key team members must have been employed by their respective firm for at least six months prior to the date that proposals are received by the SFPUC for this RFP. The City reserves the right to verify information regarding employment. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to support the Water CIP in a Program Management capacity, and propose individuals who meet the specific qualifications highlighted in this section. All key team members must currently reside in the Bay Area or be able to relocate upon award. All proposed substitutions of key personnel during the contract term will be subject to approval by the Program Director.

The specific qualification requirements for the key/lead positions are delineated below:

### A. Program Management Advisor (PMA)

To qualify as the PMA for this Agreement, an individual must possess the following:

- A minimum of 20 years of Capital Planning and Delivery experience, including at least five

years of Program Management experience on a \$500 Million, or greater, water or wastewater capital improvement program, within the last 15 years, that has had at least three projects progress through Design and at least one project through completion of Construction; AND

- The PMA must demonstrate experience in leadership and personnel management, as well as understanding of the aspects of stakeholder engagement, SFPUC governing policies, and the endorsed levels of services, and possess exemplary written and presentation competence; AND
- The PMA must have experience managing a program management team integrated with City-staff, in a government-public sector environment, in the role of Program Advisor; AND
- The PMA must demonstrate experience managing an infrastructure program where existing aging infrastructure remained in continuous operation; AND
- The PMA must highlight their experience with programs that are highly integrated with City/Agency O&M staff; AND
- The PMA must currently reside in Northern California or be able to relocate upon award.

Desirable (but not mandatory) qualifications include the following experiences and qualifications:

- Serving as the Program Manager for a major water capital improvement program with diversified water sources and preferably also with hydropower generation facilities; AND
- Working on a program or programs in both urban and remote settings; AND
- Working on a program that includes alternative water supply planning; hydropower generation and transmission; water treatment plants and pumping facilities; dams, reservoirs and storage facilities; linear pipeline construction; and alternative delivery methods; AND
- Balancing and optimizing a large capital program to achieve specific outcomes such as cost savings, meeting critical schedule requirements, developing and managing to achieve priorities and goals, supporting financial analysis of capital plan for customer affordability, assuring long-term operability and reliability of assets, effective stakeholder outreach and communications; AND
- Engaging the contracting community for broader outreach; AND
- Maintaining an active professional engineering license in California.

#### **B. Deputy Program Management Advisor (DPMA)**

To qualify as the DPMA for this Agreement, an individual must possess the following:

- A minimum of 10 years of Capital Planning and Delivery experience, including at least

three years of Program Management experience on a \$300 Million, or greater, water or wastewater capital improvement program, within the last 10 years, that has had at least three projects progress through Design and at least one project through completion of Construction; AND

- The DPMA must demonstrate a leadership role in at least one water or wastewater capital improvement program with value of at least \$300 Million that included specific outreach and inclusion programs for Disadvantaged Communities. A Disadvantaged Community is a community with an annual median household income that is less than 80 percent of the statewide annual median household income, as defined by the Water Code §79505.5 (<https://oehha.ca.gov/calenviroscreen/sb535>); AND
- Must currently reside in Northern California or be able to relocate upon award; AND
- SFPUC prefers but does not require an active professional engineering license in California.

### **C. Pre-Construction Technical Advisor (PCTA)**

To qualify as the PCTA for this Agreement, an individual must possess the following:

- A minimum of 20 years of Planning, Design, Engineering, and Construction experience on water, power and/or wastewater capital programs. The PCTA must have worked as an Engineering Manager on at least two \$500 Million, or greater, water capital improvement programs, within the last 15 years, and who has had at least three projects progress through Design and at least one project through completion of Construction; AND
- The PCTA must hold an active professional engineering license in California; AND
- The PCTA must demonstrate an understanding of water and hydropower generation regulatory requirements and restraints; AND
- The PCTA must have experience in the role of the Pre-Construction Technical Advisor for a similar program with complex shutdown schedules, project sequencing, challenging permit requirements, and governing processes; AND
- The PCTA must currently reside in Northern California or be able to relocate upon award.

Desirable (but not mandatory) qualifications include the following experience and qualifications:

- Design and Implementation phases of water projects with demonstrable experience in at least four of the following areas: 1) alternative water supplies; 2) water storage, transmission and distribution systems; 3) optimization of pipeline distribution systems; 4) water system condition assessment; 5) water system operations, maintenance, and water quality requirements; 6) hydropower generation and high-voltage electric transmission systems; 7) asset start-up, testing, and onboarding to operations; and 8) development of project sequence, project and system interrelationships, and shutdown schedules; AND

- Asset management and alternative delivery methods (such as Design-Build and Construction Management at Risk).

#### **D. Program Quality Assurance Manager (PQAM)**

To qualify as the PQAM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Design, and Quality Assurance management experience in the water, wastewater, or power industry; AND
- The PQAM must have worked as an Engineering Quality Manager on at least one \$300 Million, or greater, water, power, or wastewater, capital improvement program; AND
- The PQAM must have experience working as part of an integrated (City & Consultant) team; AND
- The PQAM must have experience managing and providing quality assurance for a major wastewater or water capital improvement program that is driven by reducing life cycle costs, while improving the system to meet specific goals or levels of service, and complex permitting and shutdown requirements; AND
- The PQAM must hold an active professional engineering license in California; AND
- Experience with a wide range of technologies and water facility plant start-up and commissioning is desirable but not mandatory; AND
- The PQAM must currently reside in Northern California or be able to relocate upon award.

All Key Team Members must provide letters of commitment as outlined in Section 5.2.3, Proposer Qualifications.

### **4.4 Lead Team Member Qualifications**

The following are required qualifications for other lead positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL lead team members must have been employed by their respective firm for at least six months prior to the date that SFPUC receives proposals for this RFP. The City reserves the right to verify information regarding employment. The Proposer is responsible for putting forth a highly-qualified team with the experience and capabilities needed to support the Water CIP in a Program Management capacity, and propose individuals who meet the specific qualifications highlighted in this section. All lead team members are not required to reside in the Bay Area but must be available to attend meetings and site visits in person as directed and at no additional cost to the SFPUC. All proposed substitutions of key/lead personnel during the contract term will be subject to approval by the Program Director.

The specific qualification requirements for other positions are delineated below:

#### **A. Process Engineering Manager (PEM)**



To qualify as the PEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Process Engineering, Planning, Design, and Construction experience in the water industry; AND
- The PEM must have worked as a process engineering manager on at least one \$100 Million, or greater, alternative water supply and/or water treatment capital improvement project and/or one \$300 Million, or greater, alternative water supply and/or water treatment program (including a portfolio of capital projects); AND
- The PEM must hold an active professional engineer license in California; AND
- The PEM must demonstrate an understanding of alternative water supplies and water treatment process and technologies; AND
- The PEM must have experience as the lead/senior process engineer supporting a capital improvement program for a water system with multiple sources and treatment requirements in an urban setting; AND
- SFPUC prefers but does not require the PEM to have a Master's degree in Sanitary Engineering (or equivalent) from an accredited institution.

#### **B. Transmission/Distribution Systems Engineering Manager (SEM)**

To qualify as the SEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Planning, Design, and Construction experience specific to storage reservoirs, tunnels, pipelines, pump stations and distribution systems in the water industry; AND
- The SEM must have worked as an Engineer/Utility Manager on at least one \$75 Million, or greater, water transmission or distribution system capital improvement project and/or one \$300 Million, or greater, water transmission or distribution system capital improvement program; AND
- The SEM must have demonstrated experience in a lead design role for at least two relevant, verifiable pressurized water or wastewater transmission pipelines (at least 36-inch diameter) projects; AND
- The SEM must have an active professional Civil Engineer or Mechanical Engineer license in California; AND
- SFPUC prefers but does not require the SEM to have experience as the lead/senior engineer in support of a capital improvement program for water storage, transmission, and distribution systems, and have working knowledge of geotechnical and seismic engineering, transmission and distribution systems hydraulics and systems evaluations, condition assessments, asset management practices, regulatory requirements, operating and emergency response strategies, planning, design, and construction, and monitoring and treatment; AND
- SFPUC prefers but does not require the SEM to have a Master's degree in Civil Engineering

from an accredited institution.

### **C. Dams Engineering Manager (DEM)**

To qualify as the DEM for this Agreement, an individual must possess the following:

- A minimum 15 years' experience as a licensed civil and/or geotechnical engineer; AND
- A minimum of 10 years' experience in planning, design and construction of dam and reservoir infrastructure projects; AND
- Experience on at least three relevant, verifiable dam projects, one of which must be greater than \$100 Million in value; AND
- Must possess a California registration as a Geotechnical or Civil Engineer.

### **D. Geotechnical Engineering Manager (GEM)**

To qualify as the GEM for this Agreement, an individual must possess the following:

- A minimum of 10 years' experience as a licensed geotechnical engineer; AND
- Demonstrated experience on at least two relevant, verifiable projects with estimated construction value of at least \$50 Million leading geotechnical investigations, providing geotechnical values used in design for dam and reservoir infrastructure projects; AND
- Must possess a California registration as a Geotechnical Engineer.

### **E. Hydropower Generation and High Voltage Transmission Engineering Manager (HEM)**

To qualify as the HEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Planning, Design, and Construction experience specific to at least two of the following: hydro-electric generators, penstocks, power transmission/distribution and substations/switchyards systems in the power industry; AND
- The HEM must have worked as an Engineer/Utility Manager on at least one \$300 Million, or greater, power system capital improvement program that includes at least one power generation or transmission project with a construction value of \$75 Million or greater; AND
- The HEM must demonstrate a working knowledge and understanding of power generation and transmission condition assessment, relay protection, commissioning (including commissioning of power assets that are part of the Bulk Electric System), regulations (including return-to-service obligations with neighboring Transmission Operators), and stakeholder concerns; AND
- The HEM must have an active professional engineer license in California.
- SFPUC prefers but does not require the HEM to have demonstrable experience as the

lead/senior engineer in support of a capital improvement program for hydro-electric generators (any and all mechanical and electrical systems appurtenant to hydro-electric generators), penstocks, power transmission/distribution and/or substations/switchyards systems, that includes work on condition assessments, asset management practices, regulatory requirements, commissioning, planning, design, and construction; AND

- SFPUC prefers but does not require the HEM to have a degree in Electrical Engineering from an accredited institution.

#### **F. Start-Up, Testing, and Asset On-Boarding Specialist (AOBS)**

To qualify as the AOBS for this Agreement, an individual must possess the following:

- A minimum of 10 years of water facility Testing, Operations, and Maintenance experience in the water or wastewater industry; AND
- The AOBS must have worked as the lead facilitator, engineer, or manager for the start-up testing and/or operations of a major water facility improvement project with a project value of at least \$50 Million and must demonstrate successful asset integration and long-term operation following start-up; AND
- The AOBS must demonstrate experience starting up and commissioning at least 3 facilities with different types of treatment or operating technologies (such as ozone disinfection, membrane filtration, groundwater pumping and treatment, high-rate clarification, sludge removal, etc.); AND
- The AOBS must have experience working as part of an integrated (City & Consultant) team; AND
- SFPUC prefers but does not require that the AOBS have an active professional engineering license in California.

#### **G. Lead Cost Estimator (LCE)**

To qualify as the LCE for this Agreement, an individual must possess the following:

- A minimum of 20 years recent experience in cost estimating, cost engineering, or cost controls, on at least two \$300 Million, or greater, water system capital improvement programs; including, at least five years experience with performing cost estimates for treatment plants; storage facilities including dams; transmission and distribution system facilities including tunnels, pipelines and pump station projects; AND
- A baccalaureate degree in Engineering, Construction Management, Business Administration, or relevant discipline from an accredited institution; AND
- One or more certifications: a Certified Cost Engineer/Certified Cost Consultant (CCE/CCC) from the various industry related associations such as, the Association of the Advancement of Cost Engineering (AACE), a certified Planning & Scheduling Professional

(PSP), or other similar certifications [e.g. Certified Construction Manager (CCM); Project Management Professional (PMP)] from other relevant industry associations [e.g. Construction Management Association of America (CMAA); Project Management Institute (PMI)]; AND

- The LCE must have experience working as part of an integrated (City & Consultant) team to develop programmatic cost estimates for a program with multiple projects occurring over a period of time greater than 5 years.

#### **H. Diversity, Equity and Inclusion (DEI) Specialist**

To qualify as the DEI Specialist for this Agreement, an individual must possess the following:

- A minimum of five years experience successfully integrating infrastructure capital program delivery with policies similar to SFPUC's Environmental Justice Policy and Racial Justice Resolution described in Section 2.2; AND
- The DEI Specialist must have supported at least one other public agency or municipality with DEI work.

#### **I. Value Engineering Specialists (up to 3 proposed individuals)**

To qualify as a Value Engineering Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering or Construction experience on water projects, at least five years of which have included experience in value engineering for water pump stations, treatment plants, and tunnels.

#### **J. Climate Change and Systems Resiliency Specialist**

To qualify as the Climate Change and Systems Resiliency Specialist for this Agreement, an individual must possess the following:

- A minimum of 10 years experience coupled with knowledge of resources and oversight bodies related to climate change, lifelines resiliency planning for emergency preparedness, and seismic standards for infrastructure and water system projects; AND
- The Climate Change and Systems Resiliency Specialist must be a published, recognized expert in their field and be familiar with the Bay Area. They must have supported at least one other public agency and/or municipality in similar assessments and in the development of adaptation plans for infrastructure.

#### **K. Technology Transfer and Training Specialist (TTTS)**

To qualify as the Technology Transfer and Training Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Technology Transfer and Training for water systems and/or hydroelectric generation facilities including as many of the following facilities as possible: dams and reservoirs, tunnels, pipelines, pump stations, treatment plants, hydroelectric and high voltage generation and transmission facilities, alternative water supply, and distribution systems; AND
- SFPUC prefers but does not require the TTTS to have O&M support experience.

#### **L. Asset Management Integration Specialist**

To qualify as the Asset Management Integration Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Asset Management Integration for water and/or hydroelectric power and transmission systems; AND
- A minimum of five years working with Maximo software platform as the primary asset management database.

#### **M. Building Information Modeling Specialist**

To qualify as the Building Information Modeling Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Building Information Modeling for water systems and complex facilities and buildings.

# 5 Proposal Response Format

## 5.1 Proposal Submission

Proposals must be submitted online via the [SFBid website](#).

For technical or procedural questions regarding the online submittal, contact [sfbid@sfgwater.org](mailto:sfbid@sfgwater.org).

## 5.2 Proposal Requirements and Format

Review the proposal response requirements listed below and on the online response form within SFBid (“Proposal Response Form”). Refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers must 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.

As reflected in the Proposal Response Form, the proposal must include the following:

### 5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and, if a JV is responding to this RFP, identify the Lead and Non-Lead JV Partners. If available, provide the Prime Proposer’s or JV entity’s City “Bidder” or “Supplier” number.

By submitting a proposal, Proposer agrees to the following commitments:

- 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 Agreement (included as 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;
- 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 comply with the SIP Rules and Regulations.

### 5.2.2 Executive Summary

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 Proposer Qualifications

Provide a description and background summary of the Prime Proposer's 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, Minimum Qualifications.

### 5.2.4 Reference Projects

Provide a description of the **five** most recent programs previously managed by the Prime Proposer or Lead JV Partners AND **three** most recent programs previously managed by the Non-lead JV partner within the last 20 years, which must be of the type and scope of services specified in this RFP.

For Prime Proposers and Lead JV Partners, at least three of the reference programs must be complex water, wastewater, or power infrastructure programs, with a value of \$500 Million or more (reference Section 4.1 for project value table), and at least one of these three reference projects must clearly demonstrate experience in complex water infrastructure capital programs (preferably with a hydropower generation component) with a value of \$500 Million or more (reference Section 4.1 for project value table).

For the Non-lead JV Partners, at least two reference programs must be complex water, power or

wastewater infrastructure programs, with a value of \$300 Million or more.

Proposer may not selectively choose reference projects; rather, Proposer must submit project descriptions for the most recent projects that meet the requirements above. Failure to submit the most recent projects may result in the SFPUC deeming the proposal non-responsive and/or deducting points from the evaluation process.

If a Proposer identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Performance Evaluation (CPE) procedure (included as Appendix L), then Staff may forward either the most recent annual CPE or the final CPE for the project, as appropriate, to the Technical Panel.

Each project description must include the following information:

- Project name;
- Project scope summary;
- Project start and completion dates;
- Project costs (prime [or JV partners] consulting fee and total project cost);
- 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, reference, and contact information.

## **5.2.5 Work Approach**

Describe the overall approach that the team proposes to use to successfully carry out work under the Agreement. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for Task 2 Strategic Capital Planning, including but not limited to long-range planning and successful delivery of a rolling 10-year CIP and the integration of asset management principles;
- Approach for Task 3 Program Delivery, including but not limited to performance metrics, risk management, Operations coordination, and cost estimating;
- Approach for Task 4 Project Technical Support, including but not limited to project planning support, Alternative Water Supply projects planning support, project-specific technical expertise, and independent technical review;
- Approach for coordinating/managing all work activities, including coordination and communication with Staff, to meet project milestones and deliverable due dates;
- Approach to integrating environmental justice and diversity, equity and inclusion (DEI), with infrastructure capital program delivery services provided under this contract (these



efforts should not discriminate against nor grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin);

- Team organization, approach for integration of PMC and Staff, and proposed internal (including City departments) reporting relationships;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC)); and
- Location where the work is to be managed and location where each component of the work is to be performed.

## 5.2.6 Team Member Qualifications

Identify the individuals who will serve as the Key and Lead Team Members as specified in Sections 4.3 and 4.4, and provide their roles, responsibilities, qualifications, and company affiliations. Describe each team member's background, skills, and professional experience to demonstrate their ability to successfully perform the work.

Identify staff who will serve as the Key and Lead Team Members, as specified in Sections 4.3 and 4.4 of the RFP. Proposer must clearly demonstrate that all Key and Lead Team Members meet all the minimum qualification requirements outlined in Section 4.3 and 4.4. Provide a resume for each Key and Lead Team Member so that the Technical Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully. Proposer must clearly demonstrate that all Team Members meet all the minimum qualification requirements outlined in Sections 4.3 and 4.4.

Provide a letter of commitment from each Key and Lead Team Member. Each letter of commitment must be signed by the applicable individual and dated within five 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, said individual intends to work on the Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key/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 and Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Note: Proposer must provide evidence of relevant project experience as specified within Sections 4.3 and 4.4 for all Key and Lead Team Members. Provide evidence of required project experience within the team member's resume or within the Proposer Qualifications section for all Key and Lead Team Members.

### **5.2.7 Team Organizational Chart**

Provide an organizational chart that illustrates the team structure (include the integration/interaction with SFPUC project team staff). Note the firm name and title/role for each team member.

### **5.2.8 Team Availability**

Complete and submit the Proposer Commitment Matrix, included as Appendix E in an Excel file format. All information in the Excel spreadsheet must be consistent with all other submissions with the proposal (e.g., 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.

In the first worksheet tab, entitled “Commitment Matrix,” identify the specific percentage of work time each Key and Lead Team Member will spend on the project and confirm their availability throughout the project duration.

In the second worksheet tab, entitled “Other Project Commitments,” fill in each Key and 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**

The SFPUC will compensate the Contractor for services provided under the Agreement for: (1) labor-related costs by hourly billing rates for hours worked; and (2) separately billed direct reimbursable expenses (or “other direct costs” (ODCs)).

Proposer must use the OPS template, included as Appendix B in Excel file format, to prepare its 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 OPR 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 does not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

#### **A. Applicable Rates/Tasks**

Proposals must include 2024 billing rates. The Agreement will permit the Contractor to escalate its 2024 billing rates only based on the annual percentage change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or “average multiplier”) is calculated 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 for each Key Team Member listed in Section 4.3 and Lead Team Member listed in Section 4.4 and any Technical Advisory Panel members is \$300/hour; for all other staff the maximum billing rate is \$270/hour.**

It is within the sole discretion of the SFPUC to reject any proposal that does not completely fill out the OPS provided in this RFP and/or does not comply with the OPS requirements.

Proposer must include all costs to manage and administer the services under the Agreement in each firm’s OPR. Only individuals identified in the proposal or approved by the SFPUC Contract Manager to be added, and who are performing tasks directly related to the Agreement, may charge their time on 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. If used, Proposer must list the Individual Contractor as a separate line item in the OPS. Proposer must list the Individual Contractor’s name, entity, and hourly pay rate, and the hourly pay rate extended to a billing rate with a 1.00 OPR 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 Total Actual Labor Cost. If Proposer’s Individual Contractor is later replaced or substituted after execution of the Agreement, 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 OPR 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 may 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 subcontracting firms not listed in the OPS. If the Contractor seeks to add a new subcontracting firm during the duration of the Agreement, the new individual firm OPR can be no more than the proposal EOPR. The EOPR will also apply to all amendments to the Agreement.

The SFPUC may require the Contractor 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 Contractor. The Contractor will be obligated to provide the services of individuals listed in the OPS for whom resumes and qualifications have been submitted as part of the proposal.

The Contractor's subcontractor markups shall not exceed 5% of subcontractors' actual labor costs. The Agreement will not permit markups on ODCs or materials for either the Contractor or its subcontractors.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR shall apply to all proposed staff and substituted, new, or added staff for the duration of the Agreement and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm's hourly billing rate must not exceed the maximum billing rate of \$300/hour for Key Team Members listed in Section 4.3 and Lead Team Member listed in Section 4.4 and maximum billing rate of \$270/hour for all other staff. The maximum billing rates will also apply to all amendments to the Agreement.

#### **D. Other Direct Costs**

ODCs must include actual direct costs (with no markup) of expenses directly incurred in performing the work, with the exception of Media Buy purchases, which may include a 7% mark-up on the base cost. **All ODCs must receive written pre-approval from 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 the 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, the Contractor

must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the SFPUC 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 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 the Contractor's temporary home is not eligible for reimbursement.
- Specialty printing ("specialty," as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);
- Task-related permit fees;
- Task related publishing or advertisement fees;
- Expedited courier services when requested by Staff; and
- Task-specific safety equipment.

Only the ODCs listed above are eligible for reimbursement. Compensation for all other ODCs shall be included in the Contractor's EOPR with no separate compensation or reimbursement. Such expenses not eligible for reimbursement 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 the Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Routine travel from the Contractor's home office to SFPUC facilities or to Moccasin or other Regional Water System facilities;
- Travel for all Key/Lead Members to attend in-person meetings;
- 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, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with Staff;
- Equipment to be used by Staff;
- Ergonomic office equipment; and

- Postage and courier services that are not requested by Staff.

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

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

The DEI submittal, if submitted, must be submitted by uploading a PDF copy of the plan in the 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 [www.sfpuc.org/socialimpact](http://www.sfpuc.org/socialimpact).

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 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 RFP. Proposers should provide a SIP Proposal on the SIP Proposal Response Form, located in Appendix D. 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 D. 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, the Proposer shall identify:

- (A) 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 Areas**

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 Areas**

A Proposed Commitment must be performed in the SFPUC service regions (San Francisco, Alameda, Santa Clara, San Joaquin, San Mateo, Tuolumne, and Mariposa Counties), 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. Contractor'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. A 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, subconsultant, 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**

### **1. 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:

1. 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>.
2. Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
3. Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subcontractor(s) 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(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.

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**

The Contractor 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.

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

### **5.2.12 CMD Forms**

Provide the following completed CMD forms contained in CMD Attachment 6A (v. 7/1/2022) (included as Appendix F):

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 5 – CMD Employment Form

### **5.2.13 Other Required Forms**

Provide the following completed forms:

- Other City Forms (see Section 10, Additional City Requirements, for more information):
  - Minimum Compensation Ordinance (MCO) Declaration (included as Appendix H)
  - Health Care Accountability Ordinance (HCAO) Declaration (included as Appendix I)
  - First Source Hiring Program Agreement (included as Appendix J)
- Release of Liability and Waiver (included as Appendix K)

# 6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating proposals. SFPUC and CMD staff first perform an initial review of proposals as described in Section 6.1 below.

## 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 the Chapter 14B requirements, and responsiveness to the material terms and conditions of the Agreement (included as Appendix A).

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 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. The City will not provide a Proposer the opportunity to revise or modify its proposal.

Proposals that pass this initial review process will proceed to the overall evaluation process described in Section 6.2 below. The SFPUC will not include any proposal deemed non-responsive in the overall evaluation process.

## 6.2 Overall Evaluation Process

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

Technical Written Proposal	645
Technical Oral Interview	350
DEI Submittal	5
<b>TOTAL</b>	<b>1,000</b>
SIP Proposal (potential SIP bonus points)	<b>49.75</b>
<b>TOTAL with SIP Bonus Points</b>	<b>1,049.75</b>

The maximum total score for the overall evaluation process will be **1,000 points** plus bonus points. The SFPUC may award SIP bonus points up to a maximum of 5% of the underlying technical portion of the Solicitation.

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

The SFPUC will distribute responsive proposals that meet all of the minimum qualification requirements to the Technical Panel for evaluation. 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 (“SIP Panel”) will evaluate any voluntary SIP Proposals (see Section 6.2.5). The SFPUC will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any panel.

Proposers must obtain a minimum score of 387 points, which is equivalent to 60% of the maximum available points for the technical 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 387 points on the technical written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top-three-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 the technical written proposals using the following point scale:

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	80
Key Team Member Qualifications	4.3, 5.2.3, and 5.2.6	100
Lead Team Member Qualifications	4.4 and 5.2.3	190
Reference Projects	5.2.4	100
Work Approach	5.2.5	150
Team Organizational Chart	5.2.7	25
TOTAL POINTS		645

The assigned CMD Contract Compliance Officer will assign a rating bonus to the technical written proposal score, if applicable.

The SFPUC will tabulate the technical written proposal scores, or CMD-adjusted technical 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 Oral Interview Evaluation**

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

The Technical 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 SFPUC will then tabulate the oral interview scores, or CMD-adjusted oral interview scores (if applicable).

### **6.2.3 DEI Submittal Evaluation**

If submitted, the SFPUC will not qualitatively score the DEI plan. However, Proposers may receive points in the evaluation process for submission of a plan as outlined in Section 6.2, Overall Evaluation Process.

### **6.2.4 SIP Evaluation and Scoring Process**

Proposers that wish to participate in the SIP Program must provide a SIP Proposal on the SIP Proposal Response Form, located in Appendix D. 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 Proposer has identified a SIP Executive-in-Charge and a SIP Coordinator (compliant Proposed Commitment). Only a compliant Proposed Commitment is eligible for evaluation and application of the SIP bonus. 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 Form, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP bonus points.

#### A. 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.

#### B. 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% (i.e., 60% of the possible SIP bonus points) for a SIP Proposal's **Commitment value**, and
- up to 2% (i.e., 40% of the possible SIP bonus points) based on the evaluation panel's scores on the SIP Proposal's response to the specified **Evaluation Criteria**.

#### C. 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 3 Proposers (A, B, and C)	Proposer A: Proposes 3,000 Volunteer Hours and \$550,000 in Direct Financial Contributions	Proposer B: Proposes \$500,000 in Direct Financial Contributions	Proposer C: No SIP Proposal Submitted
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 the Solicitation	1.5% of the total points allocated to the technical portion of the Solicitation	0% of the total points allocated to the technical portion of the Solicitation
Using Hypothetical Scenario Where 100 Total Points Are Allocated to the Underlying Technical Portion of the Solicitation, 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 points. The up to 2% (40% of the SIP 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% (15% of the total SIP bonus points)
2. Alignment with Specified Program Area(s) and/or Geographic Area – 0.25% (5% of the total SIP bonus points)
3. Approach – 0.50% (10% of total SIP bonus points)
4. Systems, Processes and Documentation – 0.50% (10% of total SIP bonus points)

## 6.3 Final Scoring

The SFPUC will tabulate the evaluation scores for the technical written proposal, DEI submittal, oral interview, and any SIP bonus points, including any applicable CMD rating bonuses, 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 a proposal, Proposer accepts the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

## **7.2 Agreement Preparation**

The SFPUC, at its sole discretion, may invite the highest-ranked Proposer to negotiate the proposed OPR, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed to negotiation with the next highest-ranked Proposer if the SFPUC does not reach an agreement with that Proposer.

If the parties reach an agreement in principle, the 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 BOS pursuant to San Francisco Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two weeks of the date of the BOS's approval of the SFPUC Commission's authorization to execute the Agreement may result in the SFPUC 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 after the Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the City Controller certifies the Agreement.

## **7.3 Agreement Administration**

The SFPUC may direct the Contractor to perform work 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 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 SFPUC Commission then adopts a resolution awarding the contract.

# 8 Terms and Conditions for Receipt of Proposals

## 8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers must 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 below. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions (see RFP Section 1.2).

## 8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the [SFBid website](#). The SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. The SFPUC will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. The SFPUC is not obligated to accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after the Deadline for Proposers to Submit Questions (see RFP Section 1.2), however Proposers may still deliver via email to [CAB@sfgwater.org](mailto:CAB@sfgwater.org).

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 <https://sf.gov/departments/contract-monitoring-division>.

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

## 8.3 Interpretation and Addenda/Change Notices

Any 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. The 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 submission deadline 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: (1) the RFP is unlawful in whole or in part; (2) one or more of the requirements of the RFP is onerous, unfair or unclear; (3) the structure of the RFP does not provide a correct or optimal process for the solicitation of the services; (4) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (5) 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. The City must receive any objection in writing no later than 5:00 PM on the 10th working date prior to the proposal submission deadline (as that deadline may be adjusted by addenda). If an objection is mailed, the prospective Proposer bears the risk of non-delivery within the required time period. Proposers must transmit objections by a means that will objectively establish the date and time of receipt by the City. The City will not consider any objections or notices of objections delivered orally (e.g., by telephone).

B. Proposers must deliver any objections to [cab@sfgwater.org](mailto:cab@sfgwater.org) and [mng@sfgwater.org](mailto:mng@sfgwater.org).

Subject: **PUC.PRO.0205 Water Capital Program Management Contract**

C. Any objection must 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 must 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 that 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 decide not to 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 that submitted the objection. If required, the City may extend the proposal submission deadline to allow sufficient time to review and investigate the objection and issue addenda to incorporate any necessary changes to the RFP.

- F. The City will consider only objections received within the time and manner specified. A Proposer's failure to provide the City with a written objection as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.
- G. A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

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

## **8.6 Term of Proposal**

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal submission deadline, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the proposal submission deadline; 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 proposal submission deadline. 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 submission deadline.

In no case will a statement of intent to submit a revised proposal or the commencement of a revision process extend the proposal submission deadline 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 submission 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: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) 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:

- 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.
- 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.
- 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 RFPs 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 section 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:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Award fewer than the anticipated number of Agreements;
- Reissue an RFP;
- Prior to the proposal submission deadline, 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;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- 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 CMD Requirements

## 9.1 Chapter 14B LBE Subcontracting Participation and Good Faith Efforts Requirements

The requirements of the Local Business Enterprise Utilization 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 Subcontracting Participation Requirements

15%

**The LBE subcontracting participation requirement is 15% of the total value of services to be procured** and can only be met with CMD-certified San Francisco LBE firms (Micro and/or Small) and/or PUC- LBE firms. The LBE subcontracting participation requirement is under 20% for the following reasons:

*The general overview of this contract work is to provide programmatic management services in support of effectively and efficiently delivering infrastructure improvement projects in the Water Enterprise’s 10-Year Capital Plan. This contract requires high-level expertise and global and/or national experience managing large capital programs (greater or equal to \$500 million in value) for water or wastewater utilities. While smaller LBE firms can support some of the project-specific tasks or sub-tasks under the contract, the primary focus is program-level oversight that most LBE firms do not have the qualifications or experience to perform. After careful consideration of the scope of work and tasks or sub-tasks that the LBE firms may be qualified to support, the LBE subcontracting participation requirement is set accordingly.*

The availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and Other Business Enterprises (OBE) to perform subcontracting work on the project is as follows:

Small-LBE/Micro-LBE subcontractor participation breakdown:  
MBE: 6.2%; WBE: 3.7%; OBE: 5.1%

An LBE subcontractor must be certified by CMD in the scope of services that the Proposer is listing the LBE subcontractor to perform in order to receive LBE participation credit. Proposers are responsible for verifying each LBE subcontractor’s certification status, which can be done at the following link: <https://sf.gov/departments/contract-monitoring-division>. LBEs must be certified on the proposal due date to receive LBE participation credit.

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 must comply with all requirements of the LBE Ordinance and CMD Attachment 6A (v. 7/1/2022) (included as Appendix F). Read CMD Attachment 6A carefully in its entirety.

Each Proposer must demonstrate in its proposal that it has used good-faith efforts to select LBE subcontractors as set forth in San Francisco Administrative Code Sections 14B.8 and 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 Agreement. For each LBE identified as a subcontractor, the proposal 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 CMD 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 section 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 20.25% (this percentage is the sum of the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).

The City will deem proposals that fail to comply with the material requirements of San Francisco Administrative Code Sections 14B.8 and 14B.9, CMD Attachment 6A, and this RFP, as non-responsive. During the term of the Agreement, any failure to comply with the level of LBE subcontractor participation specified in the Agreement shall be deemed a material breach of contract. The SFPUC will incorporate the LBE subcontracting participation percentage(s) listed on Proposer's CMD Form 2A (the CMD Contract Participation Form) into the Agreement.

#### **Direct Reimbursable Costs**

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

### **9.1.2 LBE Prime/JV Participation**

#### **LBE Rating Bonuses**

Rating bonus for LBEs do not apply to contracts estimated by the SFPUC to exceed \$20,000,000.

### 9.1.3 CMD Forms

Proposals must include the following CMD forms contained in CMD Attachment 6A (v. 7/1/2022):

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 5 – CMD Employment Form

Failure to complete, sign, and submit each of the required CMD forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the Chapter 14B requirements to Jason Chow, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3103 or [Jason.Chow@sfgov.org](mailto:Jason.Chow@sfgov.org).

The City strongly encourages proposals from qualified LBEs. For questions concerning becoming certified as an LBE, call (415) 581-2310 or visit the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

## 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.

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

# 10 Additional City Requirements

## 10.1 Insurance Requirements

Without in any way limiting Proposer's liability pursuant to the "Indemnification" section of the Agreement (included as Appendix A), the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- **Commercial General Liability Insurance** with limits not less than \$10,000,000 per each occurrence and \$20,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- **Commercial Automobile Liability Insurance** with limits not less than \$2,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **Worker's Compensation Insurance** with Employer's Liability limits not less than \$1,000,000 in statutory amounts, per each accident, injury, or illness.
- **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:

- Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees; and
- 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 must 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 must provide 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 of the Agreement.

Should any of the required insurance be provided under a claims-made form, Contractor must 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 Agreement 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, the City shall not be obligated to process Contractor's requests for payments originating after such lapse until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If Contractor does not reinstate the lapsed insurance, 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 must furnish to the 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 the City shall not relieve or decrease the liability of the Contractor hereunder. If Contractor seeks to use a subcontractor to complete any portion of the Agreement obligations, Contractor shall ensure that the subcontractor provides all necessary insurance naming the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Contractor listed as additional insureds.

## **10.2 Standard Agreement**

The Contractor must enter into a contract, 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 San Francisco 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 Agreement.

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

As outlined above, the Contractor must agree to comply fully with and be bound by the provisions

of Article 131 and 132 of the San Francisco Labor and Employment Code (formerly Administrative Code Chapters 12B and 12C). Generally, Article 131 prohibits 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. The Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 (formerly Administrative Code Chapters 12B and 12C) is available on the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

## **10.4 Minimum Compensation Ordinance for Employees**

The Contractor must 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 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 1st of each year and that contractors must 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**

The Contractor must 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 Labor and Employment 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**

If the contract is for more than \$50,000, the First Source Hiring Program (San Francisco Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the First Source Hiring Program is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator at

(415) 701-4848.

## **10.7 City Vendor and Subcontractor Registration**

The 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. Note: The City also requires all subcontractors working under the Contractor to register with the City’s financial and procurement system. However, subcontractors are not required to be compliant with the City’s vendor requirements.

Visit the City’s vendor portal, SF City Partners (<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 No. 345-88, all vendors conducting business with the City must maintain a valid business tax registration number. An Agreement 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 at <https://newbusiness.sfgov.org/vendor/>.

## **10.9 Conflicts of Interest**

The Contractor must agree to comply fully with and be bound by all 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 Chapter 14B Reporting Requirements**

The Contractor must submit all required payment information using the City’s online financial and procurement system as required by CMD to enable the City to monitor the Contractor’s compliance with the LBE subcontracting commitments. The 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. The Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the financial and procurement system with each payment request may result in the City 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, the Contractor has 10 calendar days to acknowledge all subcontractors have been paid in the online financial and procurement system.

### **10.11 Prevailing Wage**

The 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.

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 review of 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 (e.g., fails to meet minimum qualification 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 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 PM on or before the fifth 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 laws, rules, local ordinances, procedures, and/or RFP provisions 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 that 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 decide not to 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 that submitted the protest.

The City will consider only protests 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 working days of the SFPUC's posting of the results, 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 laws, rules, local ordinances, procedures, and/or RFP provisions 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 prior to 5:00 PM on or before the fifth working day following the SFPUC's posting of the results.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that 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 decide not to 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 that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest the SFPUC's posting of the results within the time and in the manner specified, above, then the City's selection will become final and Staff may proceed to recommend the highest-ranked Proposer for award by the SFPUC Commission. 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 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. Proposers must transmit protests by a means that will objectively establish the date and time of receipt by the City. The City will not consider any protests or notices of protests made orally (e.g., by telephone).

Proposers must deliver any protests to [cab@sfgwater.org](mailto:cab@sfgwater.org) and [mng@sfgwater.org](mailto:mng@sfgwater.org).

Subject: **PUC.PRO.0205** Water Capital Program Management Contract



# 12 Conflict of Interest

The Contractor must 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 San Francisco Charter, Article III, Chapter 2 of the San Francisco 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 must 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 must 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 its 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 or construction phase of any project. A consulting firm participating in project specific agreements for construction management services may also provide program management services, but the SFPUC will prevent the program management consultant from any oversight or review of its CM services in any part of the CIP, or any ability to confer a competitive advantage regarding its pursuit of project specific construction management contracts.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
  - a. **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
  - b. **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.

7. **Construction Management.** This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with the SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participated in preparing either the final engineering design, any documents enumerated in a contract for construction, or 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.

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

A firm cannot be a Prime Proposer or JV Partner on more than one proposing team. In addition, if a designated Prime Proposer or JV Partner (Lead or Non-Lead) intends to be listed as a subcontractor on a competing proposal, the Prime Proposer or JV Partner must fully disclose such intent to the affected parties 30 days prior to the proposal submission deadline. Failure to comply with these restrictions may result in the rejection of one or more affected proposals. A Prime Proposer or JV Partner cannot participate in more than one interview.

## **12.4 Potential Actions by SFPUC and Contractor to Prevent Conflict of Interest**

If, after the selection process is completed, the highest scoring qualified proposing team

(Proposer) has concern that a potential conflict of interest may occur due to Proposer's past or currently occurring project work with the SFPUC, the Proposer shall present the concern and potential conflict of interest to the SFPUC. For potential conflicts identified by the Proposer or identified by the SFPUC, the SFPUC may elect to perform one of the following actions at its discretion to avoid a conflict of interest, ideally in the following order of SFPUC's discretionary preference:

- 1) Exclude the project(s) where a conflict of interest may occur (such as a project where the Proposer is performing or has performed final design) from any technical oversight under the PMC PRO.0205;
- 2) Request that the proposing team that has an existing contract that may be in conflict with the PMC (such as a final design contract) to affect a novation of the remaining work on the existing contract to a qualified subconsultant already on the existing contract, under which the subcontractor would assume a direct contractual relationship with the SFPUC, and the PMC would not provide oversight of that work;
- 3) Terminate the existing contract that may be in conflict with the PMC for convenience, and the SFPUC will re-bid, or assign the work to a different contract with similar scope and qualification requirements, at the SFPUC's discretion, in order to avoid the conflict of interest.

Note that the following scopes of work under this PMC are programmatic in nature and not likely to result in a conflict:

- Task 1 Program Administration
- Task 2 Strategic Capital Planning

However, PMC scopes of work that are more project-related or may drive project-specific design requirements may include tasks performed under the following:

- Task 3 Program Delivery – project-specific work such as project risk management plans; project-specific Quality Control; cost estimating;
- Task 4 – Project Technical Support – project-specific tasks; technical analysis, modeling, and evaluations that may drive project requirements.

After award of PRO.0205 PMC until contract expiration, the awarded Prime Contractor and/or JV Partner will be prohibited from proposing on future final design and other contracts that would or might present a conflict of interest with PRO.0205. Subcontractors may need to evaluate whether a conflict of interest exists on a case-by-case basis depending on their work under the PMC and the future work they wish to propose on.

It is the responsibility of the highest scoring qualified proposing team to bring any and all potential conflicts of interest to the SFPUC's attention. This guidance does not constitute legal advice; the Proposer should consult with its legal counsel to determine whether a potential conflict exists.

By proposing on this PMC PRO.0205, the proposing/bidding team and all its entities agree to the above conditions.

## **12.5 Consultation with Counsel**

The SFPUC strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing 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
AOBS.....	Asset On-Boarding Specialist
AWS.....	Alternative Water Supply
BIM .....	Building Information Modeling
BOS .....	Board of Supervisors
CAB .....	Contract Administration Bureau
CCM.....	Contractor Construction Manager
CDD.....	City Distribution Division
CEQA .....	California Environmental Quality Act
CFD .....	Computational Fluid Dynamics
CM .....	Construction Management
CM/GC.....	Construction Manager/General Contractor
CMB.....	Construction Management Bureau
CMD.....	Contract Monitoring Division
CMIS .....	Construction Management Information System
CPE .....	Consultant Performance Evaluation
CPI .....	Consumer Price Index
CPM.....	Critical Path Method
CRA .....	Cybersecurity Risk Assessment
DEI .....	Diversity, Equity, and Inclusion
DEM.....	Dams Engineering Manager
DPMA .....	Deputy Program Management Advisor
EIR .....	Environmental Impact Report
EMB .....	Engineering Management Bureau
EMG.....	Environmental Management Group
EOPR.....	Effective Overhead and Profit Rate
GEM.....	Geotechnical Engineering Manager
HCAO .....	Health Care Accountability Ordinance

HCIP .....Hetch Hetchy Capital Improvement Program  
 HEM.....Hydropower Engineering Manager  
 HHWP.....Hetch Hetchy Water and Power  
 ICC .....International Code Council  
 IRS .....Internal Revenue Service  
 JV .....Joint Venture  
 LBE.....Local Business Enterprise  
 LCE.....Lead Cost Estimator  
 LOS .....Level of Service  
 MCO .....Minimum Compensation Ordinance  
 mgd .....million gallons per day  
 NCA .....Notice of Contract Award  
 NRLMD.....Natural Resources and Land Management Division  
 NTP .....Notice to Proceed  
 O&M.....Operations & Maintenance  
 ODC .....Other Direct Cost  
 OPR.....Overhead and Profit Rate  
 OPS .....Overhead and Profit Schedule  
 PAB.....Project Administration Bureau  
 PCTA .....Pre-Construction Technical Advisor  
 PEM .....Process Engineering Manager  
 PLA .....Project Labor Agreement  
 PMA.....Program Management Advisor  
 PMB.....Project Management Bureau  
 PMP .....Project Management Professional  
 PQAM .....Program Quality Assurance Manager  
 REP .....Racial Equity Plan  
 RFI .....Request for Information  
 RFP .....Request for Proposals  
 SEM .....Systems Engineering Manager  
 SFPUC .....San Francisco Public Utilities Commission

SIP .....Social Impact Partnership  
SOP .....Standard Operating Procedure  
VFD .....Variable Frequency Drive  
WECIP .....Water Enterprise Capital Improvement Program  
WBS .....Work Breakdown Structure  
WECIP .....Water Enterprise Capital Improvement Program  
WQD.....Water Quality Division  
WRD .....Water Resources Division  
WSIP .....Water System Improvement Program  
WSTD.....Water Supply and Treatment Division



# 14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule Template (Excel file) Rev. 1
- C. Background Documents Rev. 1
  - C1. ~~PRO.0205 Confidentiality Agreement~~
  - C2. 2022 State of the Regional Water System Report
  - C3. 2019 Report on the State of the Local Water System
  - C4a. Amended and Updated Water System LOS Goals and Objectives Nov 2023
  - C4b. Comparison of 2023 Water LOS Goals and Objectives to 2008 Version
  - C5. Agenda Item 4a at the January 29th Special Budget Hearing
  - C6. AWS Quarterly Report June 2023
  - C7. Calaveras Dam Raise Feasibility Study (AECOM 2020)
  - C.8 Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks 2022)
- D. Social Impact Partnership Proposal Form Rev. 1
- E. Proposer Commitment Matrix (Excel file)
- F. Contract Monitoring Division Forms - Attachment 6A
- G. Chapter 12B Equal Benefits Complete Compliance Guide
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Release of Liability and Waiver
- L. Consultant Performance Evaluation Procedure

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 24-0032

WHEREAS, Under San Francisco Charter Section 8B.123, the San Francisco Public Utilities Commission (SFPUC) must annually hold public hearings to review, update, and adopt a long- term Capital Plan covering projects during the next 10-year period, including project information, cost estimates and schedules; and

WHEREAS, The General Manager and Staff presented the proposed SFPUC 10-Year Capital Plan for FY 2024-25 through FY 2033-34 for the Water Enterprise, Wastewater Enterprise, and Hetch Hetchy Water and Power, including the Power Enterprise and CleanPowerSF, to the Commission at public hearings held on January 22, 26, 29 and February 2, 2024, and such presentations included a list of projects, cost estimates, and schedules, together comprising the SFPUC 10-Year Capital Plan; and

WHEREAS, On February 13, 2024, Staff presented as Attachment A to the staff report the proposed SFPUC 10-Year Capital Plan Summaries FYE 2025-2034 and Project Datasheets, a copy of which is on file with the Commission Secretary; and

WHEREAS, The SFPUC 10-Year Capital Plan provides an assessment of the agency's capital needs aligned with the Commission's Strategic Plan goals and the investments to meet those needs; and

WHEREAS, As a preliminary step to 10-Year Capital Plan development, a baseline review of all existing project appropriations was completed for potential close-out or repurposing to new capital budget needs; and

WHEREAS, The SFPUC Infrastructure Bureau reviewed and validated all 10-Year Capital Plan project submittals for a consistent and comprehensive capital planning approach across the agency comprised of individual project datasheets describing the project budget, schedule, and scope; and

WHEREAS, Capital Plan project quality review process assured the Capital Plan meets the Enterprise's infrastructure needs, reflects a sound project prioritization process, and supports affordability by promoting efficient use of ratepayer funds; and

WHEREAS, The SFPUC Capital Plan development process included an assessment of SFPUC's ability to deliver projects looking at historic versus planned spending and aligning project plans with available delivery resources; and

WHEREAS, SFPUC staff will continue the capital planning review process over the coming year with a focus on project deliverability, prudent prioritization, realistic phasing of projects, and understanding the resources available to implement our plans; and

WHEREAS, This action does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(4) because adoption of the Capital Plan involves creation of a government funding mechanism or other fiscal activities and does not involve any commitment to any specific project which may result in a potentially significant impact on the environment; and

WHEREAS, The SFPUC will consider approval of projects to be funded through this Capital Plan only after completion of any environmental review required by CEQA and Administrative Code Chapter 31 and any certification required by Proposition E (approved by the voters in 2002 for water and wastewater projects) and Proposition A (approved by the voters in 2018 for power projects); and

WHEREAS, The Commission-approved 10-Year Capital Plan for FY 2024-25 to FY 2033-34 will be submitted to the Mayor and was presented to the City's Capital Planning Committee; and

WHEREAS, The SFPUC's 10-Year Capital Plan is used to develop the agency's capital budget, 10-Year Financial Plan, projected debt issuances, and estimated rate changes; now, therefore, be it

RESOLVED, That the Commission hereby adopts the SFPUC 10-Year Capital Plan for FYE 2025-2034 comprised of the project summaries and project datasheets included in Attachment A presented to the Commission on February 13, 2024, which describes project costs, scope, and schedule over the 10-year period with total costs as follows:

<b>10-Year Capital Plan</b>	<b>FYE 2025-2034 Uses</b>	<b>FYE 2025-2034 Sources</b>
Wastewater	6,039,735,049	6,039,735,049
Water	2,954,803,945	2,954,803,945
Hetch Hetchy Water	1,533,671,239	1,533,671,239
Hetch Hetchy Power	1,234,856,298	1,234,856,298
CleanPowerSF	48,538,563	48,538,563
<b>Total</b>	<b>\$11,811,605,094</b>	<b>\$11,811,605,094</b>

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of February 13, 2024.*

  
Secretary, Public Utilities Commission

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 24-0248

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires the guidance and expertise of a program management consultant team to provide support services to improve delivery of the Water Enterprise and Hetch Hetchy Water Capital Improvement Programs and the Water System Improvement Program. The SFPUC seeks support and expertise for enhanced project planning, management, and oversight to facilitate cost efficiencies through on-time and on-schedule project delivery; programmatic review and quality management; implementation of best practices; response to emerging regulatory requirements and resiliency goals; and other programmatic and project-specific support services; and

WHEREAS, On June 27, 2024, the SFPUC advertised a Request for Proposals, PRO.0205, Water Capital Program Management Contract, to procure the services of a qualified consultant team to provide these specialized program management consulting services to supplement SFPUC staff for the projects within the Water Enterprise capital improvement programs; and

WHEREAS, The estimated cost of services is for an amount not-to-exceed \$80,000,000; and

WHEREAS, Staff anticipates services to begin April 1, 2025 and end March 30, 2035, for a total contract duration of 10 years; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the proposal scores, determined that HDR Stantec Joint Venture is the highest ranked firm based on the established scoring criteria; and

WHEREAS, The CMD established a 15% Local Business Enterprise (LBE) subconsultant participation requirement for this contract and HDR Stantec JV committed to an LBE subconsultant participation of 20.83%; and

WHEREAS, Award of this contract does not constitute a “project” under the California Environmental Quality Act (CEQA) Guidelines section 15378 because it does not involve any commitment to any specific project that may result in a physical change in the environment and work under the contract will consist of support services only, and no support services during construction of the individual project(s) will be initiated under this contract until any appropriate environmental review under CEQA, if required, has been completed for the individual project(s); and

WHEREAS, Funds for Contract No. PRO.0205, Water Capital Program Management Contract, will be available from Project Nos. 10041697 - Local Water Program Management, 10041729 - Regional Water Program Management, Hetch Hetchy Project Development projects, and individual projects within the Water Enterprise and Hetch Hetchy Water Capital Improvement Programs; now, therefore, be it

RESOLVED, That this Commission hereby awards Contract No. PRO.0205, Water Capital Program Management Contract, to HDR Stantec Joint Venture, for an amount not-to-exceed \$80,000,000 and with a duration of 10 years, subject to the Board of Supervisors' approval pursuant to Charter Section 9.118.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 10, 2024.*



---

*Director of Commission Affairs  
San Francisco Public Utilities Commission*



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

**DATE: December 20, 2024**

**SUBJECT: [Professional Services Agreement - HDR Stantec JV -  
Program Management Consulting Services for Water  
Enterprise - Not to Exceed \$80,000,000]**

---

Please see attached a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Contract No. PRO.0205, Water Capital Program Management Contract with HDR Stantec JV, to provide program management consulting services to support delivery of the Water Enterprise and Hetch Hetchy Water Capital Improvement Programs and the Water System Improvement Program, for an amount not to exceed \$80,000,000 and with a duration of 10 years, with an anticipated timeframe of from April 2025, to March 2035, pursuant to Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 24-0032 (PDF Version)
- SFPUC Resolution No. 24-0248 (PDF Version)
- PRO.0205 Addendum No. 7 (PDF Version)
- PRO.0205 Draft Contract 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.

**London N. Breed**  
Mayor

**Kate H. Stacy**  
Commissioner

**Joshua Arce**  
Commissioner

**Avni Jamdar**  
Commissioner

**Steve Leveroni**  
Commissioner

**Dennis J. Herrera**  
General Manager





## 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 #: 250020

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

##### TYPE OF FILING

Original

##### DATE OF ORIGINAL FILING (for amendment only)

##### AMENDMENT DESCRIPTION – Explain reason for amendment

#### 2. CITY ELECTIVE OFFICE OR BOARD

##### OFFICE OR BOARD

Board of Supervisors

##### NAME OF CITY ELECTIVE OFFICER

Members

#### 3. FILER'S CONTACT

##### NAME OF FILER'S CONTACT

Angela Calvillo

##### TELEPHONE NUMBER

415-554-5184

##### FULL DEPARTMENT NAME

Office of the Clerk of the Board

##### EMAIL

Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

##### NAME OF DEPARTMENTAL CONTACT

Melissa Ng

##### DEPARTMENT CONTACT TELEPHONE NUMBER

415-636-0381

##### FULL DEPARTMENT NAME

PUC Contract Administration Bureau

##### DEPARTMENT CONTACT EMAIL

MNg@sfgwater.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> HDR Stantec JV	<b>TELEPHONE NUMBER</b> 925-451-7421
<b>STREET ADDRESS (including City, State and Zip Code)</b> 201 California St, Suite 1500, San Francisco, CA 94111	<b>EMAIL</b>

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> 250020
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> NTE \$80,000,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Programmatic support services for implementation of capital programs for the water Enterprise, including the Regional and Local Water Enterprise Capital Improvement Program (CIP), the Hetch Hetchy Water CIP, and the Water System Improvement Program (WSIP).		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	<b>THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM</b>
<input checked="" type="checkbox"/>	<b>A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES</b> Board of Supervisors
<input type="checkbox"/>	<b>THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS</b>



# 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	Keen/HDR	Eric L	Board of Directors
2	Henderson/HDR	John W.	CEO
3	Graft/HDR	Neil	COO
4	LeCureux/HDR	David	Other Principal Officer
5	Johnston/Stantec	Gord	CEO
6	Culmone/Stantec	Vito	CFO
7	Lerner/Stantec	Stuart	COO
8	Schefer/Stantec	Cath	COO
9	Take/Stantec	John	Other Principal Officer
10	Fleck/Stantec	Steve	Other Principal Officer
11	Samji/Stantec	Asifa	Other Principal Officer
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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:** [Gonzalez Valle, Adolfo R](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Spitz, Jeremy \(PUC\)](#); [Oliveros Reyes, Jennifer \(PUC\)](#)  
**Subject:** Professional Services Agreement - HDR Stantec JV - Program Management Consulting Services for Water Enterprise - Not to Exceed \$80,000,000  
**Date:** Friday, December 20, 2024 9:36:56 AM  
**Attachments:** [image001.png](#)

---

Hello BOS team,

Please see the [ShareFile](#) link for a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Contract No. PRO.0205, Water Capital Program Management Contract with HDR Stantec JV, to provide program management consulting services to support delivery of the Water Enterprise and Hetch Hetchy Water Capital Improvement Programs and the Water System Improvement Program, for an amount not to exceed \$80,000,000 and with a duration of 10 years, with an anticipated timeframe of from April 2025, to March 2035, pursuant to Charter Section 9.118.

Link: <https://sfpuc.sharefile.com/public/share/web-s3403194a019c4ebf9a84af737bbac877>

The following is a list of accompanying documents:

- Cover Letter (Word Doc Version)
- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 24-0032 (PDF Version)
- SFPUC Resolution No. 24-0248 (PDF Version)
- PRO.0205 Addendum No. 7 (PDF Version)
- PRO.0205 Draft Contract Agreement (PDF Version)
- Form 126 (PDF Version)

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

Kindly,

**Adolfo Gonzalez Valle** (he/him/his/él)  
Policy & Government Affairs  
San Francisco Public Utilities Commission  
[agonzalezvalle@sfwater.org](mailto:agonzalezvalle@sfwater.org)

