

File No. 101461

Committee Item No. 10

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: December 8, 2010

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ethics Form 126
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<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 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 type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young

Date: December 3, 2010

Completed by: Victor Young

Date: \_\_\_\_\_

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



1 [Contract Amendment - Sunol Valley Regional Construction Management Services - Water  
2 System Improvement Program Projects - Not to Exceed \$19,000,000]

3 **Resolution authorizing an amendment to the San Francisco Public Utilities**  
4 **Commission contract CS- 915R for Sunol Valley Regional Construction Management**  
5 **Services in the amount not to exceed \$ 3,000,000, for a total agreement not to exceed**  
6 **amount of \$19,000,000 to fund Construction Management Services for Bioregional**  
7 **Habitat Restoration actions required for various Water System Improvement Program**  
8 **Projects within the Sunol Valley Region, Alameda County, pursuant to Charter Section**  
9 **9.118, and adopting findings pursuant to the California Environmental Quality Act**  
10 **(CEQA).**

11  
12 WHEREAS, This Board of Supervisors, by Resolution No. 142-09 adopted on April 14,  
13 2009, approved SFPUC awarded Agreement No. CS-915R, Sunol Valley Regional  
14 Construction Management (CM) Services in the amount of \$16,000,000, and with a term of  
15 five years, to CH2M HILL, to provide CM services to WSIP projects within the Sunol Region,  
16 pursuant to Charter Section 9.118; and

17 WHEREAS, The SFPUC is undertaking a coordinated approach in developing  
18 mitigation for biological resource impacts of individual WSIP facility projects in order to avoid  
19 habitat fragmentation, preserve wildlife movement corridors and allow for plants and wildlife to  
20 disperse over large contiguous habitat areas. The SFPUC intends to undertake bioregional  
21 habitat restoration at selected compensatory mitigation habitat sites in the Sunol region to  
22 minimize environmental impacts, while achieving the overall habitat preservation and creation  
23 functions of the sites, to satisfy state and federal regulatory agencies permit requirements and  
24 mitigation measures adopted by the SFPUC and this Board for approved WSIP projects,  
25 which habitat sites may also satisfy requirements and serve as mitigation for projects still

1 undergoing environmental review, subject to subsequent review and action by the SFPUC  
2 and this Board (Bioregional Habitat Restoration); and

3 WHEREAS, Anticipated construction at these Bioregional Habitat Restoration sites  
4 includes excavation, soil placement, stream bank stabilization, and planting to create  
5 seasonal wetlands, riparian habitat and woodlands, to be undertaken pursuant to future  
6 construction contracts, for which CM services are required to augment SFPUC staff in  
7 overseeing the work. CM services also include certain pre-construction activities necessary to  
8 successful implementation of the habitat restoration sites, and for this reason, the SFPUC  
9 authorized Amendment No. 1 to CS 915R, subject to Board approval pursuant to Charter  
10 Section 9.118, and provided that only task orders for pre-construction activities may be issued  
11 subject to further review and approval with respect to each of the various sites in the Sunol  
12 Region; and

13 WHEREAS, Goat Rock, Goldfish Pond, Portal Road North, San Antonio Creek, and  
14 Sheep Camp are proposed Bioregional Habitat Restoration sites within the Sunol Valley  
15 Region for which CM services may be provided under Amendment No. 1 to contract CS. 915R  
16 by an SFPUC task order. The Goat Rock, Goldfish Pond and Portal Road North Bioregional  
17 Habitat Restoration sites are proposed as mitigation for WSIP facility improvement projects  
18 that have been approved by the SFPUC and for which this Board has adopted CEQA findings,  
19 including the Sunol Valley Water Treatment Plant Expansion and Treated Reservoir, New  
20 Irvington Tunnel, Bay Division Reliability Upgrade and Alameda Siphons Seismic Reliability  
21 project. The other proposed sites in this region are being reviewed as part of pending  
22 environmental analysis. In either case, CM services under Amendment No. 1 for each of  
23 these sites will be limited to pre-construction activities, unless and until the SFPUC and this  
24 Board have reviewed and considered the environmental analysis and adopted CEQA findings,  
25

1 if required, for each of the Bioregional Habitat Restoration sites, and the SFPUC authorizes  
2 related construction activities for that site; and

3 WHEREAS, This Board and the SFPUC have previously reviewed and considered the  
4 information and findings contained in the Final Environmental Impact Reports (FEIRs) and  
5 adopted Resolutions, including CEQA Findings, for the Sunol Valley Water Treatment Plant  
6 Expansion and Treated Water Reservoir (Board Resolution No. 25-10), New Irvington Tunnel  
7 (Board Resolution No. 505-09) and Bay Division Reliability Upgrade Projects (Board  
8 Resolution No. 371-09), and the Final Mitigated Negative Declaration for the Alameda  
9 Siphons Seismic Reliability Upgrade Project (Board Resolution No. 94-09), and the Note to  
10 the File prepared by the San Francisco Planning Department, Major Environmental Analysis  
11 Division for the Goat Rock and Goldfish Pond mitigation sites (Board Resolution No. 370-10),  
12 for which Bioregional Habitat Restoration actions will be undertaken in the Sunol Valley  
13 region, all as contained in the respective project files, WSIP Program FEIR, SFPUC and  
14 Board Resolutions, which resolutions are incorporated herein by reference as though fully set  
15 forth, together with all written and oral information provided by the Planning Department, the  
16 public, relevant public agencies, SFPUC and other experts and the administrative files for this  
17 action as identified above; and

18 WHEREAS, This Board and the SFPUC, in adopting the aforementioned CEQA  
19 Findings for those projects, also included CEQA findings for the full implementation of one or  
20 more of the Bioregional Habitat Restoration sites that may also serve as mitigation for  
21 individual WSIP facility improvement projects that have not yet been approved. Neither the  
22 SFPUC, nor this Board, have committed to approve any of those pending WSIP projects or  
23 mitigation measures, nor to make any determination as to the adequacy of the these  
24 Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project  
25 that has not yet been approved, including but not limited to the Calaveras Dam Replacement

1 Project and San Antonio Backup Pipeline Project, and both the SFPUC and this Board retain  
2 full discretion to consider the environmental documents for those other WSIP projects still  
3 undergoing environmental review, including but not limited to mitigation measures therein, and  
4 to adopt or decline to adopt findings required under CEQA for those projects; and

5 WHEREAS, The SFPUC, by its Resolution No. 10-0197, adopted November 9, 2010,  
6 authorized Amendment No. 1 to CS-915R in the amount not to exceed \$3,000,000 for  
7 additional CM services by CH2MHill with respect to implementation of various Bioregional  
8 Habitat Restoration sites that may be improved within the Sunol Valley Region, because the  
9 nature of the needed CM services is such that using existing skills and knowledge of the CM  
10 staff already working in the Sunol region will result in time and cost savings. The additional  
11 work is primarily environmental monitoring, which is seasonal and of short duration as a result  
12 of wildlife breeding cycles and weather patterns. With Amendment No. 1, the total not to  
13 exceed amount is \$19,000,000 for contract CS-915R for CM services in the Sunol Region;  
14 and

15 WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 16% Local  
16 Business Enterprise (LBE) participation (of the total labor value of services to be provided)  
17 has been established for this agreement; and

18 WHEREAS, Funds for the amendment of the CS -915R agreement are available from  
19 Project No. CUW 38802 –Habitat Reserve Program (The Bioregional Habitat Restoration) and  
20 were accounted for in the existing WSIP budget, approved by the SFPUC on July 28, 2009;  
21 now, therefore, be it

22 RESOLVED, That this Board adopts the CEQA findings contained in SFPUC  
23 Resolution No. 10-0197 authorizing the Amendment No. 1 to contract CS 915R, on file with  
24 the Clerk of the Board of Supervisors in File No. 101461, which is hereby declared to be a  
25 part of this Resolution as if set forth fully herein; and be it

1 FURTHER RESOLVED, That this Board reaffirms the findings adopted in Board  
2 Resolution Nos. 25-10 and 370-10, and finds that the FEIR for the Sunol Valley Water  
3 Treatment Plant Expansion and Treated Water Reservoir project is adequate for its use as the  
4 decision-making body for action taken herein; having assessed the impacts associated with  
5 implementation of the Goat Rock and Portal Road North mitigation sites and through Note to  
6 the File prepared by the Planning Department, determined that implementation of the Goldfish  
7 Pond site did not involve any new significant impacts not addressed in the FEIR; and be it

8 FURTHER RESOLVED, That this Board finds that since the FEIR was finalized, there  
9 have been no substantial changes in the Sunol Valley Water Treatment Plant Expansion and  
10 Treated Water Reservoir Project, and no substantial changes in circumstances relating to the  
11 project that would require major revisions to the FEIR due to the involvement of new  
12 significant environmental effects or an increase in the severity of previously identified  
13 significant impacts, and there is no new information of substantial importance that would  
14 change the conclusions set forth in the FEIR; and be it

15 FURTHER RESOLVED, That this Board hereby authorizes the General Manager of the  
16 SFPUC to execute Amendment No. 1 to Water Enterprise, Water System Improvement  
17 Program-funded Agreement No. CS-915R, Sunol Valley Regional Construction Management  
18 (CM) Services, with CH2M HILL for additional construction management services associated  
19 with Bioregional Habitat Restoration sites in the Sunol Valley Region; increasing the  
20 agreement by an amount not to exceed \$3,000,000, for a total agreement amount of  
21 \$19,000,000; provided that SFPUC shall limit expenditures on task orders to pre-construction  
22 activities for each individual site unless, and until such time as, the SFPUC and this Board  
23 reviews and considers the environmental analysis and adopt findings pursuant to CEQA, if  
24 required, with respect that Bioregional Habitat Restoration site in the Sunol Region, and the  
25 SFPUC authorizes the related construction activities; and be it

1 FURTHER RESOLVED, That neither this Board, nor the SFPUC, has committed to  
2 approve any pending WSIP projects or mitigation measures, nor to make any determination  
3 as to the adequacy of the these Bioregional Habitat Restoration sites as compensatory habitat  
4 mitigation for any WSIP project that has not yet been approved, including but not limited to the  
5 Calaveras Dam Replacement Project and San Antonio Backup Pipeline Project, and both the  
6 SFPUC and this Board retain full discretion to consider the environmental documents for  
7 those other WSIP projects still undergoing environmental review, including but not limited to  
8 mitigation measures therein, and to adopt or decline to adopt findings required under CEQA  
9 for those projects.



**Items 10 & 11****Files 10-1461 & 10-1462****Department(s):**

Public Utilities Commission (PUC)

**EXECUTIVE SUMMARY****Legislative Objectives**

- The proposed resolution (File 10-1461) would authorize an amendment to an existing construction management agreement between the Public Utilities Commission (PUC) and CH2MHill to provide for additional construction management services related to habitat restoration for various Water System Improvement Program (WSIP) projects within the Sunol Valley Region in Alameda and Santa Clara Counties. The proposed amendment would (a) increase the not-to-exceed existing agreement by \$3,000,000, from \$16,000,000 to \$19,000,000, and (b) adopt findings pursuant to the California Environmental Quality Act (CEQA).
- The proposed resolution (File 10-1462) would authorize an amendment to the PUC to amend an existing construction management agreement between the PUC and HDR Engineering, Inc., to provide for additional construction management services related to habitat restoration required for various WSIP projects within the Peninsula Region in San Mateo County. The proposed amendment would (a) increase the not-to-exceed existing agreement by \$4,000,000, from \$22,000,000 to \$26,000,000, and (b) adopt findings pursuant to CEQA.

**Key Points**

- The proposed amendments to two existing PUC agreements would authorize the provision of additional construction management services related to WSIP habitat restoration projects in the Sunol Valley Region in Alameda and Santa Clara Counties and in the Peninsula Region in San Mateo County. In order for the PUC WSIP projects to proceed, the PUC is required to either comply with Federal and State resource agencies' permits, or to satisfy approved CEQA mitigation measures, related to construction activities on multiple WSIP projects in those regions. Therefore, the PUC is proposing to utilize the services of two of the PUC's existing construction management consultants working in the two regions, through an amendment to two existing agreements, without undertaking a separate RFP process to select such services.
- The PUC believes that having the two construction management contractors, CH2MHill and HDR Engineering, Inc., to manage the habitat restoration work would be the most efficient staffing approach, because (a) the PUC does not have adequate in-house skills or staffing availability, (b) utilizing the services of existing contractors will, according to the PUC, result in a \$745,000 contract savings, and (c) will avoid a PUC-estimated delay of up to six months in the implementation of the needed work.
- Delays to the habitat restoration projects could also result in fines or delays in WSIP projects.

**Fiscal Impact**

The two proposed resolutions would result in authorized increases to two existing PUC agreements of \$3,000,000 (File 10-1461) and \$4,000,000 (File 10-1462) for a total increased cost of \$7,000,000. Funding for the \$7,000,000 increase would come from the PUC's existing WSIP Habitat Reserve Program (HRP) budget. The HRP budget totals \$48,146,000 funded by San Francisco Water Revenue Bonds, as previously appropriated by the Board of Supervisors.

**Recommendations**

- Approve the two proposed resolutions.

**MANDATE STATEMENT AND BACKGROUND****Mandate Statement**

In accordance with City Charter Section 9.118(b), (a) any contract or agreement that exceeds \$10,000,000 in anticipated expenditures, and (b) any contract amendment that exceeds \$500,000 is subject to Board of Supervisors approval.

**Background***Existing Contracts*

On October 2, 2008, the Public Utilities Commission (PUC) issued a Request for Proposals (RFP) for construction management services for Water System Improvement Program (WSIP) projects in the Sunol Valley Region in Alameda and Santa Clara Counties. The PUC received three proposals and selected CH2MHill, which was the highest ranked proposal pursuant to the RFP. On April 14, 2009, the Board of Supervisors approved a resolution authorizing the PUC to enter into a five-year agreement with CH2MHill (Contract CS-915R), from April 30, 2009 through May 1, 2014 for an amount not-to-exceed \$16,000,000 (File 09-0251).

On May 14, 2009, the PUC issued a separate RFP for construction management services for WSIP projects in the Peninsula Region in San Mateo County. The PUC received four proposals and selected HDR Engineering, Inc., which was the highest ranked proposal pursuant to the RFP. On October 20, 2009, the Board of Supervisors approved a resolution authorizing the PUC to enter into a 55-month agreement with HDR Engineering, Inc. (Contract CS-916), from October 20, 2009 through June 29, 2014 for an amount not-to-exceed \$22,000,000 (File 09-1056).

Since the commencement of these two agreements, both CH2MHill and HDR Engineering, Inc. (the contractors) have provided and continue to provide the PUC with construction management services for WSIP projects in their regions. A list of the specific WSIP projects for each existing agreement is included Table 1, on the following page.

*WSIP's Habitat Reserve Program*

Each of the individual WSIP projects is required to undergo project-level California Environmental Quality Act (CEQA) review. According to the Final Program Environmental Impact Report for WSIP, the PUC created a Habitat Reserve Program in order to take a regional approach to mitigating the environmental impacts of individual WSIP projects on various species and natural habitats, including:

- altering existing agricultural uses to enhance or restore habitats;
- fencing and managing grazing lands;
- grading, planting, and monitoring vegetation; and
- fencing to protect habitats and control non-native species.

At the time that the PUC entered into the subject construction management agreements with CH2MHill and HDR Engineering, Inc., the PUC had not determined the specific Habitat Reserve Program projects required to satisfy CEQA mitigation measures or resource agency permit conditions. The PUC has now identified specific WSIP habitat restoration projects to take place at the 13 habitat restoration project sites (see "Description of Construction Work" in the Attachment), to mitigate impacts of various WSIP construction projects in the Sunol Valley Region and the Peninsula Region. The 13 habitat restoration project sites, listed in Table 1 below, are part of a coordinated regional approach to minimize the overall impacts on the multiple species and habitats that will be impacted by WSIP.

**Table 1: Summary of WSIP Water System and Habitat Restoration Projects**

Contractor	WSIP Region	WSIP Projects	Habitat Restoration Project Sites
CH2MHill	Sunol Valley	<ul style="list-style-type: none"> <li>• Alameda Siphon #4</li> <li>• San Antonio Pump Station Upgrade</li> <li>• Sunol Valley Water Treatment Plant (SVWTP) Expansion and Treated Water Reservoir</li> <li>• San Antonio Backup Pipeline</li> <li>• Upper Alameda Creek Filter Gallery</li> </ul>	<ul style="list-style-type: none"> <li>• Goldfish Pond and Calaveras Road</li> <li>• San Antonio Creek</li> <li>• Sheep Camp Creek</li> </ul>
HDR Engineering, Inc.	Peninsula	<ul style="list-style-type: none"> <li>• Lower Crystal Springs Dam Improvements</li> <li>• Pulgas Balancing - Discharge Channel Modifications</li> <li>• Pulgas Balancing Reservoir - Structural Rehabilitation &amp; Roof Replacement</li> <li>• Pulgas Balancing Reservoir - Modifications of the Existing Dechlorination Facility</li> <li>• Crystal Springs / San Andreas Transmission Upgrade</li> <li>• Crystal Springs Pipeline No. 2 Replacement</li> <li>• San Andreas Pipeline No. 3 Installation</li> <li>• Baden and San Pedro Valve Lots Improvements</li> </ul>	<ul style="list-style-type: none"> <li>• Homestead Pond</li> <li>• Boat Ramp</li> <li>• Sherwood Point</li> <li>• Adobe Gulch Creek</li> <li>• Upper San Mateo Creek</li> <li>• Skyline Boulevard</li> <li>• San Andreas Reservoir</li> <li>• Adobe Gulch Grasslands</li> <li>• Skyline Quarry</li> <li>• Lower Crystal Springs Dam</li> </ul>

### DETAILS OF PROPOSED LEGISLATION

The two proposed resolutions would authorize the General Manager of the PUC to execute amendments to construction management agreements with CH2MHill and HDR Engineering, Inc., in order to expand the scope of those agreements to include construction management services at the 13 habitat restoration project sites, as shown in Table 1 above. Furthermore, because these amendments relate to construction activities that will result in physical changes in the environment, the proposed resolutions contain CEQA recitals and findings with respect to the various environmental documents that analyze those underlying habitat restoration activities.

File 10-1461 would authorize an amendment to the PUC's existing construction management agreement with CH2MHill to increase the not-to-exceed amount from \$16,000,000 to \$19,000,000, an increase of \$3,000,000, in order to include additional construction management services for habitat restoration projects in the Sunol Valley Region. The amendment would not

change the duration of the agreement.<sup>1</sup> Furthermore, according to Ms. Noreen Ambrose, the City Attorney's Office PUC General Counsel, because File 10-1461 may commit the City to a course of action in furtherance of the habitat restoration projects, which involve physical changes in the environment, the proposed resolution also includes language adopting specific CEQA findings.

Table 2, below, provides a list of project sites and the PUC's spending plan for the proposed \$3,000,000 increase to the CH2MHill agreement.

According to Ms. Rosiana Angel, Manager of Infrastructure Budgeting and Administrative Services at the PUC, the PUC estimated the CH2MHill agreement's increased cost of \$3,000,000 by multiplying the total estimated number of professional hours for the habitat restoration projects needed to complete each project task, totaling 24,000 hours, by CH2MHill's average hourly billing rate of \$125.00.

**Table 2: Proposed Spending Plan under CS-915R, Amendment 1 (File 10-1461)**

Sunol Valley Habitat Restoration Project Sites in Alameda and Santa Clara Counties	Pre-Construction Phase	Construction Phase		Total
	Labor	Labor	Other Direct Costs	
Goldfish Pond and Calaveras Road	\$40,000	\$780,000	\$100,000	\$920,000
San Antonio Creek	47,000	889,600	100,000	1,036,600
Sheep Camp Creek	48,000	895,400	100,000	1,043,400
<b>Total</b>	<b>\$135,000</b>	<b>\$2,565,000</b>	<b>\$300,000</b>	<b>\$3,000,000</b>

File 10-1462 would authorize an amendment to the PUC's existing construction management agreement with HDR Engineering, Inc. to increase the not-to-exceed amount from \$22,000,000 to \$26,000,000, an increase of \$4,000,000, in order to include additional construction management services for habitat restoration projects in the Peninsula Region. The amendment would not change the duration of this agreement.<sup>2</sup> Furthermore, according to Ms. Ambrose, because File 10-1462 may commit the City to a course of action in furtherance of the habitat restoration projects, which involve physical changes in the environment, the proposed resolution also includes language adopting specific CEQA findings.

Table 3, below, provides a list of project sites and the PUC's spending plan for the proposed \$4,000,000 increase to the HDR Engineering, Inc. agreement.

<sup>1</sup> The existing construction management agreement with CH2M Hill is for a term of up to 60 months. The contract commenced in May 2009 and expires no later than April 2014.

<sup>2</sup> The existing construction management agreement with HDR Engineering, Inc. is for a term of up to 55 months. The contract commenced on October 26, 2009 and expires no later than May 25, 2014.

According to Ms. Angel, the PUC estimated the HDR Engineering, Inc. agreement's increased cost of \$4,000,000 by multiplying the total estimated number of professional hours for the habitat restoration projects needed to complete each project task, totaling 28,985 hours, by HDR Engineering, Inc.'s average hourly billing rate of \$138.00.

**Table 3: Proposed Spending Plan under CS-916, Amendment 1 (File 10-1462)**

Peninsula Region Habitat Restoration Project Sites in San Mateo County	Pre-Construction Phase	Construction Phase		Total
	Labor	Labor	Other Direct Costs	
Homestead Pond	\$38,750	\$610,282	\$50,000	\$699,032
Boat Ramp	34,660	324,272	50,000	408,932
Sherwood Point	39,500	415,300	50,000	504,800
Adobe Gulch Creek	42,570	397,298	50,000	489,868
Upper San Mateo Creek	36,660	367,444	50,000	454,104
Skyline Boulevard	45,730	376,994	50,000	472,724
San Andreas Reservoir	43,650	327,000	50,000	420,650
Adobe Gulch Grasslands	53,890	446,000	50,000	549,890
Skyline Quarry*	-	-	-	-
Lower Crystal Springs Dam*	-	-	-	-
<b>Total</b>	<b>\$335,410</b>	<b>\$3,264,590</b>	<b>\$400,000</b>	<b>\$4,000,000</b>

\* According to Ms. Angel, the PUC does not anticipate that these project sites will require construction management services expenditures.

The services required under both of the proposed amendments to the existing agreements would be divided into pre-construction and construction phases. A list of services for each phase is identified in Table 4 below.

**Table 4: Pre-construction Phase and Construction Phase Services  
Required Under the Proposed Amendments**

<p><b>Pre-construction Phase Services</b></p> <ul style="list-style-type: none"> <li>• Review Design Engineer construction schedules</li> <li>• Provide constructability review of construction bid documents</li> <li>• Provide bid and award phase assistance</li> <li>• Provide assistance with permits and rights-of-way</li> <li>• Provide construction contract requirements for Construction Management field offices and other project related costs/services</li> <li>• Provide resource loaded Task Plan</li> <li>• Participate in the Pre-Construction Conference</li> <li>• Provide project-specific Construction Management Plan in accordance with WSIP Construction Management Plan</li> <li>• Provide other support activities necessary for the award of the various construction contracts and initiation of the construction work</li> </ul>
<p><b>Construction Phase Services</b></p> <ul style="list-style-type: none"> <li>• Provide Construction Management services to manage and administer the construction of the projects in accordance with the WSIP Construction Management Plan</li> <li>• Provide quality assurance (QA) services including testing and field investigations for the various contracts</li> <li>• Provide environmental compliance monitoring and support services</li> <li>• Assist with the implementation of the Project Labor Agreement</li> <li>• Assist with PUC's public outreach efforts during construction</li> <li>• Provide testing services</li> <li>• Assist with activities associated with the acceptance of the work, close-out, and turnover</li> <li>• Provide other support activities necessary for the management of the construction work</li> </ul>

According to Ms. Angel, subject to approval of the two proposed resolutions, the habitat restoration projects, as listed in the attachment to this report, will have a duration of 26 months, and are anticipated to commence as early as January 2011.

## **FISCAL IMPACTS**

File 10-1461 would amend the PUC's construction management agreement with CH2MHill to increase the existing \$16,000,000 agreement to \$19,000,000, an increase of \$3,000,000. File 10-1462 would amend the PUC's construction management agreement with HDR Engineering, Inc. to increase the existing \$22,000,000 agreement to \$26,000,000, an increase of \$4,000,000. Together, the two proposed amendments include increased amounts of \$3,000,000 and \$4,000,000, for a total increase of \$7,000,000.

Funding for the additional \$7,000,000 would come from the PUC's existing WSIP Habitat Reserve Program budget, which totals \$48,146,000, and which is funded with proceeds from the sale of San Francisco Water Revenue Bonds.

**POLICY CONSIDERATIONS**

**Although the PUC initially intended to use City staff to complete the habitat restoration construction management tasks requested under the two proposed amendments, the PUC is now seeking outside contractors to complete the habitat restoration work**

According to Ms. Angel, at the outset of the WSIP, the PUC intended to complete construction management and habitat restorations by utilizing City staff. Ms. Angel notes, "The refined schedule and scoping of the restoration work resulted in a concentrated sequence that not only exceeds available City resources, but also requires certified, skilled and qualified monitors currently unavailable within the PUC."

According to the PUC, "The options considered by WSIP Management included soliciting (Construction Management) services under a separate (competitively awarded) contract or using an existing contract. Given the sporadic nature of the work and the need to secure services expeditiously, WSIP Management believes that it is best to use an existing contract." instead of separately issuing a competitive RFP to secure such contractual services. Ms. Angel and the PUC's Construction Management Team estimated that soliciting the services under a separate competitive RFP process in order to secure a separate agreement would result in increased contract costs to the PUC totaling an additional \$360,000 for the Sunol Valley Region habitat restoration projects, and an additional \$385,000 for the Peninsula Region habitat restoration projects, for total estimated additional contract costs to the PUC of \$745,000. According to the PUC, these additional costs do not include the cost of delays to completing the 13 WSIP projects, as listed in Table 1 above, nor the actual bid costs for potential contractors to complete the required habitat restoration work, which cannot be estimated at this time. Furthermore, according to Ms. Angel, preparing and issuing separate RFPs would "delay the implementation of the mitigation sites by six months. Such delays will jeopardize the SFPUC's ability to comply with the permit requirement."

Therefore, it is the opinion of the PUC that the "most efficient" option for habitat restoration in both the Sunol Valley and Peninsula Regions is to amend the two subject existing construction management agreements. According to the PUC, "The amended services will use existing skills and knowledge of current staff resulting in time and cost savings. Additional work is primarily environmental monitoring and will be seasonal and of short duration as a result of wildlife breeding cycles and weather patterns."<sup>3 4</sup>

**Delaying Habitation Restoration Work Could Result in Delays to WSIP Projects and/or Fines to the PUC**

According to Ms. Ambrose, several federal and state WSIP project permits are conditional on the construction of the habitat restoration projects that would be overseen by the construction

<sup>3</sup> Agenda Item Report. Public Utilities Commission, Agenda Item 16, November 9, 2010.

<sup>4</sup> Agenda Item Report. Public Utilities Commission, Agenda Item 17, November 9, 2010.

management consultants pursuant to the two proposed resolutions. Therefore, Ms. Ambrose notes that delays to the timely completion of the habitat restoration projects could result in fines to the PUC or delays in completion of the WSIP projects.

## RECOMMENDATIONS

Approve the proposed resolutions.



Proposed Spending Plan under CS-915R - Amendment 1					Description of Construction Work
Project Site	Pre-Construction Phase Labor	Construction Phase		Total	
		Labor	ODC		
Goldfish Pond and Calaveras Road	\$ 40,000	\$ 780,000	\$ 100,000	\$ 920,000	Excavate wetlands, rebuild pond embankment, wetland and riparian woodland planting
San Antonio Creek	\$ 47,000	\$ 889,600	\$ 100,000	\$ 1,036,600	Excavate and earthwork to realign stream channel, install drainage improvements, fence, bridge, wetland, irrigation riparian woodland and oak woodland plantings
Sheep Camp Creek	\$ 48,000	\$ 895,400	\$ 100,000	\$ 1,043,400	Excavate and earthwork in stream channel, pond embankment repairs, drainage improvements, road improvements, irrigation, fence, wetland and grassland plantings
<b>Total</b>	<b>\$ 135,000</b>	<b>\$ 2,565,000</b>	<b>\$ 300,000</b>	<b>\$ 3,000,000</b>	
Proposed Spending Plan under CS-916 - Amendment 1					Description of Construction Work
Project Site	Pre-Construction Phase Labor	Construction Phase		Total	
		Labor	ODC		
Homestead Pond	\$ 38,750	\$ 610,282	\$ 50,000	\$ 699,032	Tree removal, pond excavation, access bridge, grassland, wetland and oak woodland plantings
Boat Ramp	\$ 34,660	\$ 324,272	\$ 50,000	\$ 408,932	Remove trees, enhance grasslands, plant endangered species, remove coyote brush, excavate wetlands, wetland plantings
Sherwood Point	\$ 39,500	\$ 415,300	\$ 50,000	\$ 504,800	Tree removal, oak woodlands planting, irrigation system
Adobe Gulch Creek	\$ 42,570	\$ 397,298	\$ 50,000	\$ 489,868	Remove eucalyptus trees, excavate wetlands, wetland plantings
Upper San Mateo Creek	\$ 36,660	\$ 367,444	\$ 50,000	\$ 454,104	Tree removal, pond excavation, wetland plantings
Skyline Boulevard	\$ 45,730	\$ 376,994	\$ 50,000	\$ 472,724	Tree removal, pond excavation, scrub and wetland plantings
San Andreas Reservoir	\$ 43,650	\$ 327,000	\$ 50,000	\$ 420,650	Remove non-native vegetation, excavate wetlands, drainage improvements, road improvements, wetland plantings
Adobe Gulch Grasslands	\$ 53,890	\$ 446,000	\$ 50,000	\$ 549,890	Remove Monterey cypress, poison oak and coyote brush, excavate wetlands, relocate road, establish riparian, grassland, wetland and riparian woodland plantings
*Skyline Quarry	\$ -	\$ -	\$ -	\$ -	Remove non-native plants
**Sites related to Lower Crystal Springs	\$ -	\$ -	\$ -	\$ -	Remove non-native trees, plant oak trees
Dam Project	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 335,410</b>	<b>\$ 3,264,590</b>	<b>\$ 400,000</b>	<b>\$ 4,000,000</b>	
* No construction at this site					
**Scope of work needs to be developed, no significant Construction Management Services expenditures					

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> (Please print clearly.)	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

<b>Contractor Information</b> (Please print clearly.)
Name of contractor: CH2M HILL, Inc.
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.
see attachment dated December 1, 2010.
Contractor address: 33 New Montgomery Street, Suite 1400; San Francisco, CA 94105
Date that contract was approved: 4/30/2009
Amount of contract: \$19,000,000
Describe the nature of the contract that was approved: WSIP Regional Construction Management - Sunol Region
Comments: Form completed by: Summer Bundy/SFO.

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: <a href="mailto:Board.of.Supervisors@sfgov.org">Board.of.Supervisors@sfgov.org</a>

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**CH2M HILL, Inc. Information Submitted in Compliance with San Francisco  
Form SFEC-126.**

December 1, 2010

(1) members of the contractor's board of directors:

**Manuel Aguirre**

**Bob Bailey**

**Bob Card**

**Bill Dehn**

**Jerry Geist\***

**Lee McIntire**

**Chad Holliday\***

**Mike McKelvy**

**Georgia Nelson\***

**David Price, Jr.\***

**Jacque Rast**

**Nancy Tuor**

**Barry Williams\***

**\*Outside Director**

(2) the contractor's chief executive officer, chief financial officer and chief operating officer:

**Chief Executive Officer: Lee McIntire**

**Chief Financial Officer: Mike Lucki**

**Chief Operating Officer: none**

(3) any person who has an ownership of 20 percent or more in the contractor:

**none**

(4) any subcontractor listed in the bid or contract; and

**Avila & Associates Consulting Engineers Inc.**

**Basin Research**

**Carey and Company**

**CM West**

**Derek Smith**

**MACTEC Engineering and Consulting, Inc.**

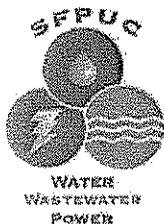
**M Lee Corporation**

**CPM Services**

(5) any political committee sponsored or controlled by the contractor.

**NONE.**





**AGENDA ITEM**  
**Public Utilities Commission**  
*City and County of San Francisco*



DEPARTMENT Infrastructure

AGENDA NO. 16

MEETING DATE November 9, 2010

**Professional Services Amend: Regular Calendar**  
**Project Manager: Dan Wade/Greg Lyman**

**Agreement No. CS-915R, Amendment No. 1, Sunol Valley Regional Construction Management (CM) Services**

<b>Summary of Proposed Commission Action:</b>	<b>Approve Amendment No. 1 to Water Enterprise, Water System Improvement Program (WSIP) - funded Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services, with CH2M HILL for additional construction management services associated with Bioregional Habitat Restoration sites within the Sunol Valley Region; and authorize the General Manager of the San Francisco Public Utilities Commission to execute this amendment increasing the agreement by \$3,000,000, for a total not-to-exceed agreement amount of \$19,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to the Board of Supervisors approval pursuant to Charter Section 9.118.</b>
<b>Background &amp; Description of Scope of Services:</b>	<b>Background:</b> The San Francisco Public Utilities Commission awarded CH2M HILL the CS-915R, Sunol Valley Regional Construction Management (CM) Services on February 24, 2009 per Resolution No. 09-0038. The scope includes assisting the SFPUC with the Construction Management of the five following Projects within the Sunol Valley Region: <ol style="list-style-type: none"><li>1. Alameda Siphon #4</li><li>2. San Antonio Pump Station Upgrade</li><li>3. Sunol Valley Water Treatment Plant (SVWTP) Expansion and</li></ol>

**APPROVAL:**

DEPARTMENT /  
BUREAU

COMMISSION  
SECRETARY

Mike Housh

FINANCE

Todd L. Rydstrom

GENERAL  
MANAGER

Ed Harrington

	<p style="text-align: center;">Treated Water Reservoir</p> <ol style="list-style-type: none"><li>4. San Antonio Backup Pipeline</li><li>5. Upper Alameda Creek Filter Gallery (formerly known as Alameda Creek Fishery Enhancement)</li></ol> <p>Environmental review and analysis documents have been reviewed and certified by the San Francisco Planning Commission in accordance with the California Environmental Quality Act (CEQA) for the first three of the listed projects.</p> <p>The Bioregional Habitat Restoration to be implemented under the WSIP consolidates impacts from multiple WSIP projects to benefit the environment by constructing larger ecosystem mitigation projects with less construction effects. Construction at these sites includes excavation, soil placement, stream bank stabilization, and planting to create seasonal wetlands, riparian habitat and woodlands.</p> <p>Goat Rock, Goldfish Pond, Portal Road North, San Antonio Creek, and Sheep Camp are proposed Bioregional Habitat Restoration sites within the Sunol Valley Region. The Goat Rock, Goldfish Pond and Portal Road North sites are proposed as compensatory mitigation habitat for the following WSIP projects, among others, that have been approved by the Commission and for which CEQA findings have been adopted by the Board of Supervisors:</p> <ul style="list-style-type: none"><li>• Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir (SFPUC Resolution No. 09-0203 and Board of Supervisors Resolution No. 25-10), and including Board of Supervisors Resolution No. 370-10 adopting CEQA findings for full implementation of the Goat Rock and Goldfish Pond sites;</li><li>• New Irvington Tunnel (SFPUC Resolution No. 09-0190 and Board of Supervisors Resolution No. 505-09);</li><li>• Bay Division Reliability Upgrade (SFPUC Resolution No. 09-0120 and Board of Supervisors Resolution No. 371-09; and</li><li>• Alameda Siphons Seismic Reliability Upgrade (SFPUC Resolution No. 08-0120 and Board of Supervisors Resolution No. 94-09).</li></ul> <p>Copies of the above referenced Commission and Board resolutions are contained in the respective project files. The above-referenced compensatory mitigation habitat sites may, but not necessarily will, be used as compensatory mitigation habitat for WSIP projects not yet approved by the SFPUC and the Board of Supervisors, including the Calaveras Dam Replacement Project and San Antonio Backup Pipeline Project.</p>
--	--

**Description of Scope of Services:**

The scope of the agreement included construction management (CM) services to manage the construction and environmental compliance of the above-cited five projects, including pre-construction and construction phase services. The work under the original agreement generally consists of:

• **Pre-construction Phase Services**

- Review Design Engineer construction schedules for the various projects and provide constructability review of construction bid documents
- Provide Bid and Award Phase assistance
- Provide assistance with permits and rights-of-way
- Provide construction contract requirements for CM field offices and other project related costs/services
- Provide resource loaded Task Plan
- Participate in the Pre-Construction Conference
- Provide project-specific CM Plan in accordance with WSIP CM Plan
- Provide other support activities necessary for the award of the various construction contracts and initiation of the construction work

• **Construction Phase Services**

- Provide CM services to manage and administer the construction of the WSIP Sunol Valley regional projects in accordance with the WSIP CM Plan
- Provide quality assurance (QA) services including testing and field investigations for the various contracts
- Provide environmental compliance monitoring and support services
- Assist with the implementation of the Project Labor Agreement (PLA)
- Assist with SFPUC's public outreach effort for the Sunol Valley Region during construction
- Provide testing and startup management services
- Assist with activities associated with the acceptance of the work, close-out, and turnover
- Provide other support activities necessary for the management of the construction work

**Changes to the Agreement under this Amendment:**

This Amendment for additional CM services associated Bioregional

**Agreement: CS-915R Sunol Valley Regional Construction Management (CM) Services**  
**Commission Meeting Date: November 9, 2010**

	<p>Habitat Restoration sites is due to the fact that during the early stages of the WSIP, when the habitat restoration requirements were less defined, the plan was to use City resources to self perform CM and environmental monitoring for the construction of restoration sites. The refined schedule and scoping of the restoration work resulted in a concentrated construction sequence that not only exceeds available city resources but also requires certified, skilled and qualified monitors currently unavailable within the SFPUC. The options considered by WSIP Management included soliciting CM services under a separate contract or using an existing contract. Given the sporadic nature of the work and the need to secure services expeditiously, WSIP Management believes that it is best to use an existing contract.</p> <p>It is most efficient to amend Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services to perform the Bioregional Habitat Restoration work within the Sunol Valley and the Alameda Watershed because the nature of the needed CM services is an expansion of the agreement's existing scope and responsibilities for projects and project areas within the Sunol Valley Region. The amended services will use existing skills and knowledge of current staff resulting in time and cost savings. Additional work is primarily environmental monitoring and will be seasonal and of short duration as a result of wildlife breeding cycles and weather patterns. Construction will only occur between the months of August and December.</p> <p><b>Amendment No. 1:</b> is being requested for \$3,000,000 for additional CM services associated with Bioregional Habitat Restoration sites within the Sunol Valley Region; increasing the total not-to-exceed agreement amount to \$19,000,000.</p>
<b>Result of Inaction:</b>	<p>A delay in amending this agreement will delay implementation of permit-required habitat compensation for WSIP projects in the Sunol Valley Region. Delays in implementing the compensation sites may result in permit violations and, possibly, stoppage of work on the WSIP projects that require these restoration sites.</p>
<b>Budget &amp; Costs:</b>	<p><b>Funding:</b> to cover the cost of Amendment No. 1 is available at the time of agreement execution from Project CUW 38802 – Habitat Reserve Program (The Bioregional Habitat Restoration). The funding for this work is accounted for in the existing WSIP budget, approved by the Commission on July 28, 2009.</p> <p><b>Original Not-To-Exceed Amount:</b> \$16,000,000</p> <p><b>Amendment No. 1 Not-To-Exceed Amount:</b> \$3,000,000</p> <p><b>Total Not-To-Exceed Amount:</b> \$19,000,000</p>



**Agreement:** CS-915R Sunol Valley Regional Construction Management (CM) Services  
**Commission Meeting Date:** November 9, 2010

<b>Schedule:</b>	<b>Original Duration:</b> of sixty months will remain unchanged
<b>Compliance With Chapter 14B: Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance:</b>	A Human Rights Commission (HRC) sub consulting goal of 16% Local Business Enterprise (LBE) participation (of the total labor value of services to be provided) has been established for this agreement.
<b>Recommendation:</b>	SFPUC staff recommends that the Commission adopt the attached resolution.
<b>Attachment:</b>	1. SFPUC Resolution

## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. \_\_\_\_\_

WHEREAS, On February 24, 2009, pursuant to Resolution No. 09-0038, this Commission awarded Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$16,000,000, and with a term of five years, concluding on May 1, 2014, with CH2M HILL, subject to Board of Supervisors' approval pursuant to Charter section 9.118; and

WHEREAS, On April 14, 2009, pursuant to Resolution No. 142-09, approval for Agreement No. CS-915R was obtained from the San Francisco Board of Supervisors; and

WHEREAS, The Bioregional Habitat Restoration to be implemented under the WSIP consolidates impacts from multiple WSIP projects to benefit the environment by constructing larger ecosystem mitigation projects with less construction effects; and

WHEREAS, Amendment No. 1 is being requested for \$3,000,000 for additional CM services associated with Bioregional Habitat Restoration sites within the Sunol Valley Region, increasing the total not-to-exceed agreement amount to \$19,000,000; and

WHEREAS, The Goat Rock, Goldfish Pond and Portal Road North Bioregional Habitat Restoration sites, for which construction management services will be provided, include sites which are proposed as mitigation for WSIP facility improvement projects which have been approved by the Commission and CEQA findings adopted by the Board of Supervisors ("Board"), including the Sunol Valley Water Treatment Plant Expansion and Treated Reservoir, New Irvington Tunnel, Bay Division Reliability Upgrade and Alameda Siphons Seismic Reliability project; and

WHEREAS, Environmental review has been completed for the above-referenced WSIP facility improvement projects, and CEQA Findings adopted for these projects by the Commission and the Board; and

WHEREAS, By adopting CEQA Findings for Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir, New Irvington Tunnel, Bay Division Reliability Upgrade, and Alameda Siphons Seismic Reliability Upgrade, including CEQA findings for the full implementation of one or more of the compensatory habitat mitigation sites that may serve as mitigation for individual WSIP facility improvement projects that have not yet been approved by the SFPUC, the SFPUC is not making any commitment to approve any other WSIP project or mitigation, nor does the Commission make any determination as to the adequacy of these compensatory habitat mitigation sites as compensatory habitat mitigation for any WSIP project that has not yet been approved, including but not limited to the Calaveras Dam Replacement Project and San Antonio Backup Pipeline Project, and the Commission retains full discretion to consider the environmental documents for other WSIP projects, including but not limited to mitigation measures therein, and to adopt or decline to adopt findings required under CEQA for those projects; and

WHEREAS, The Commission has reviewed and considered the information and findings contained in the Final EIRs for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir; New Irvington Tunnel and Bay Division Reliability Upgrade Projects, and the Final Mitigated Negative Declaration for the Alameda Siphons Seismic Reliability Upgrade Project, Note to the File prepared by the San Francisco Planning Department, Major Environmental Analysis Division for the Goldfish Pond mitigation site, all as contained in the respective project files, WSIP Program FEIR, SFPUC and Board Resolutions referred to in the Agenda Report for this matter, which resolutions are incorporated herein by reference as though fully set forth, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for this action as identified above; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 16% Local Business Enterprise (LBE) participation (of the total labor value of services to be provided) has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW 38802 -- Habitat Reserve Program (The Bioregional Habitat Restoration) and were accounted for in the existing WSIP budget, approved by the Commission on July 28, 2009; now, therefore, be it

RESOLVED, That the Commission finds that the Final Environmental Impact Report ("FEIR") for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir project is adequate for its use as the decision-making body for the action taken herein; having assessed the impacts associated with implementation of the Goat Rock and Portal Road North mitigation sites and through Note to the File prepared by MEA determined that implementation of the Goldfish Pond site did not involve any new significant impacts not addressed in the FEIR; and be it

FURTHER RESOLVED, The Commission finds that since the FEIR was finalized, there have been no substantial changes in the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise, Water System Improvement Program-funded Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services, with CH2M HILL for additional construction management services associated with Bioregional Habitat Restoration sites in the Sunol Valley Region; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this amendment, increasing the agreement by \$3,000,000, for a total agreement amount of \$19,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to 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* \_\_\_\_\_ *November 9, 2010*

\_\_\_\_\_  
*Secretary, Public Utilities Commission*



CITY AND COUNTY OF SAN FRANCISCO  
HUMAN RIGHTS COMMISSION

BLANKET SOLE SOURCE FORM  
(HRC-12B-104)

To use the blanket sole source exception to Administrative Code Chapters 12B and 12C, the contracting department is encouraged to first make good faith efforts to obtain compliance, or partial compliance, from the prospective contractor. If such efforts fail, the department must complete this form and submit it to the Human Rights Commission (HRC). HRC will not grant or deny individual requests; upon filing, the exception is granted. HRC will maintain departmental files on the use of this exception and reserves the right to audit departments and revoke the use of this exception where misuse is found. ***Use of this form is permitted ONLY where the contract amount at issue is for less than \$250,000.***

Department: Water Administration

Date Submitted: 11/5/2010

Contact Name: Karen Simmons

Phone: 415-554-0744

Dept. Head Signature: \_\_\_\_\_

Date of Contract: FY10/FY11

Name of Contractor: Ultimetrix

Contract Dollar Amount: \$2,000.00

(Contract Amount Must Be Less Than \$250,000)

**This contract qualifies for a sole source waiver because it is a (check one):**

- ☐ Contract to purchase postage from the U.S. Postal Service.
- ☐ Maintenance agreement where use of a maintenance service provider other than the manufacturer would void a warranty.
- ☐ Contract for the acquisition of proprietary equipment where the equipment to be acquired is the only equipment compatible with equipment currently owned or operated by the City and is unavailable from another source.
- ☐ Computer software maintenance agreement where the City does not have access to the source codes and such access is necessary to perform the maintenance; or where software has been developed for the City and the City does have access to the source codes but the source codes may not be modified without the developer's consent.
- ☒ Contract for the payment of fees associated with memberships, conferences, educational presentations, training sessions or publications that are unavailable from another source and are provided by a governmental, professional or trade organization or association.
- ☐ Contract for the acquisition of materials printed by any federal, state, local or regional governmental entity that are unavailable from another source.

(OVER)



25 Van Ness Avenue  
Suite 800  
San Francisco  
California 94102-6033



TEL (415) 252-2500  
FAX (415) 431-5764  
TDD (415) 252-2550  
<http://www.sfhrc.org>



- ☐ Contract for the acquisition or use of periodicals, trade journals, newspapers, online research services or legal treatises that are unavailable from another source.
- ☐ Contract for the employment of student interns where effort has been made to recruit students from any available educational institution that complies with the requirements of San Francisco Admin. Code Chapters 12B and 12C.
- ☐ Contract for fees associated with the use of federal, state or regional parks or bridges.
- ☐ Contract for parts to repair, or goods to use with equipment owned by the City where the part or good is required for proper operation of the equipment and is available only from the manufacturer of the equipment.
- ☐ Property contract between the City and a financial institution where the financial institution is entering into the property contract as a result of foreclosure proceedings and where the previous contractor has defaulted on a loan agreement between the previous contractor and the financial institution.
- ☐ Contract for the acquisition and/or borrowing of cultural and educational items and exhibits that are unavailable from another source.
- ☐ Contract for the insuring, transporting, storage or curation of cultural and educational exhibits and collection items where the contractor to perform the work has been designated by the lender and use of this designated contractor is required by the loan agreement.
- ☐ Contract with any federal, state, local or regional governmental agency or entity to the extent the contract is related to the regulatory functions of such agency or entity, including licensing, inspection, permit, application fees, fines and taxes.
- ☐ Lease or permit of City Right of Way property to adjacent landowners where the contracting officer determines that there are no other potential users of the property.

# **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 10-0197

WHEREAS, On February 24, 2009, pursuant to Resolution No. 09-0038, this Commission awarded Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$16,000,000, and with a term of five years, concluding on May 1, 2014, with CH2M HILL, subject to Board of Supervisors' approval pursuant to Charter section 9.118; and

WHEREAS, On April 14, 2009, pursuant to Resolution No. 142-09, approval for Agreement No. CS-915R was obtained from the San Francisco Board of Supervisors; and

WHEREAS, The Bioregional Habitat Restoration to be implemented under the WSIP consolidates impacts from multiple WSIP projects to benefit the environment by constructing larger ecosystem mitigation projects with less construction effects; and

WHEREAS, Amendment No. 1 is being requested for \$3,000,000 for additional CM services associated with Bioregional Habitat Restoration sites within the Sunol Valley Region, increasing the total not-to-exceed agreement amount to \$19,000,000; and

WHEREAS, The Goat Rock, Goldfish Pond and Portal Road North Bioregional Habitat Restoration sites, for which construction management services will be provided, include sites which are proposed as mitigation for WSIP facility improvement projects which have been approved by the Commission and CEQA findings adopted by the Board of Supervisors ("Board"), including the Sunol Valley Water Treatment Plant Expansion and Treated Reservoir, New Irvington Tunnel, Bay Division Reliability Upgrade and Alameda Siphons Seismic Reliability project; and

WHEREAS, Environmental review has been completed for the above-referenced WSIP facility improvement projects, and CEQA Findings adopted for these projects by the Commission and the Board; and

WHEREAS, By adopting CEQA Findings for Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir, New Irvington Tunnel, Bay Division Reliability Upgrade, and Alameda Siphons Seismic Reliability Upgrade, including CEQA findings for the full implementation of one or more of the compensatory habitat mitigation sites that may serve as mitigation for individual WSIP facility improvement projects that have not yet been approved by the SFPUC, the SFPUC is not making any commitment to approve any other WSIP project or mitigation, nor does the Commission make any determination as to the adequacy of the these compensatory habitat mitigation sites as compensatory habitat mitigation for any WSIP project that has not yet been approved, including but not limited to the Calaveras Dam Replacement Project and San Antonio Backup Pipeline Project, and the Commission retains full discretion to consider the environmental documents for other WSIP projects, including but not limited to mitigation measures therein, and to adopt or decline to adopt findings required under CEQA for those projects; and

WHEREAS, The Commission has reviewed and considered the information and findings contained in the Final EIRs for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir, New Irvington Tunnel and Bay Division Reliability Upgrade Projects, and the Final Mitigated Negative Declaration for the Alameda Siphons Seismic Reliability Upgrade Project, Note to the File prepared by the San Francisco Planning Department, Major Environmental Analysis Division for the Goldfish Pond mitigation site, all as contained in the respective project files, WSIP Program FEIR, SFPUC and Board Resolutions referred to in the Agenda Report for this matter, which resolutions are incorporated herein by reference as though fully set forth, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for this action as identified above; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 16% Local Business Enterprise (LBE) participation (of the total labor value of services to be provided) has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW 38802 - Habitat Reserve Program (The Bioregional Habitat Restoration) and were accounted for in the existing WSIP budget, approved by the Commission on July 28, 2009; now, therefore, be it

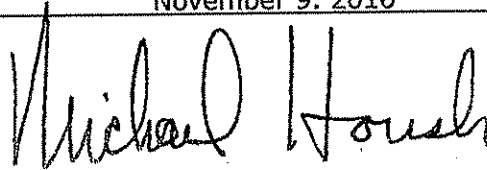
RESOLVED, That the Commission finds that the Final Environmental Impact Report ("FEIR") for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir project is adequate for its use as the decision-making body for the action taken herein; having assessed the impacts associated with implementation of the Goat Rock and Portal Road North mitigation sites and through Note to the File prepared by MEA determined that implementation of the Goldfish Pond site did not involve any new significant impacts not addressed in the FEIR; and be it

FURTHER RESOLVED, The Commission finds that since the FEIR was finalized, there have been no substantial changes in the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it



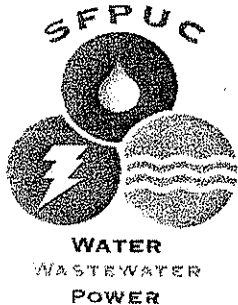
FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise, Water System Improvement Program-funded Agreement No. CS-915R, Sunol Valley Regional Construction Management (CM) Services, with CH2M HILL for additional construction management services associated with Bioregional Habitat Restoration sites in the Sunol Valley Region; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this amendment, increasing the agreement by \$3,000,000, for a total agreement amount of \$19,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to 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* \_\_\_\_\_ *November 9, 2010*



\_\_\_\_\_  
*Secretary, Public Utilities Commission*





**SAN FRANCISCO PUBLIC UTILITIES COMMISSION**



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

**First Amendment  
Agreement No. CS-915R: Construction Management Services  
Sunol Valley Regional Projects**

THIS AMENDMENT (this "Amendment") is made as of this **1st day of December 2010** in San Francisco, California, by and between **CH2M Hill, Inc.** ("Consultant"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Public Utilities Commission.

**RECITALS**

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

WHEREAS, City and Consultant desire to modify the Agreement on the terms and conditions set forth herein to incorporate additional services associated with Habitat Reserve Program sites located in the Sunol Region, increase the contract not-to-exceed amount, and update standard contractual clauses; and

WHEREAS, on November 9, 2010, pursuant to Resolution No. 10-0197, the San Francisco Public Utilities Commission approved this Amendment, subject to approval by the Board of Supervisors under Charter section 9.118; and

WHEREAS, approval for this Amendment was obtained from the San Francisco Board of Supervisors by Resolution No. \_\_\_\_\_ on \_\_\_\_\_; and

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

- 1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated **30th day of April 2009** between Consultant and City, under which Consultant agreed to perform Construction Management Services for the SFPUC Water System Improvement Program's Sunol Valley Regional Projects.

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

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Introductory Paragraph.** The Introductory Paragraph of the Agreement is hereby revised to read as follows:

This Agreement is made this **30<sup>th</sup> day of April 2009**, in the City and County of San Francisco, State of California, by and between: CH2M HILL, Inc. 33 New Montgomery Street, Suite 1400, San Francisco, CA 94105, hereinafter referred to as "Consultant", and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City", acting by and through its Public Utilities Commission.

**2b. Compensation.** Section 5 of the Agreement, Compensation, currently reads as follows:

## **5. Compensation**

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Sixteen Million Dollars (\$16,000,000). Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Consultant shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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

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

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

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

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

#### **5. Compensation.**

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Nineteen Million Dollars (\$19,000,000). Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Consultant shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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

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

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

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

**2c. Submitting False Claims; Monetary Penalties.** Section 8 of the Agreement, Submitting False Claims; Monetary Penalties, is hereby replaced in its entirety to read as follows:

**8. Submitting False Claims; Monetary Penalties.**

Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that Article. The text of Article V of Chapter 6, along with the entire San Francisco Administrative Code, is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**2d. Requiring Minimum Compensation for Covered Employees.** Paragraph a. of Section 43 of the Agreement is hereby replaced in its entirety to read as follows:

**43. Requiring Minimum Compensation for Covered Employees**

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

**2e. Requiring Health Benefits for Covered Employees.** The opening paragraph of Section 44 of the Agreement is hereby replaced in its entirety to read as follows:

**44. Requiring Health Benefits for Covered Employees.**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

**2f. Appendix A, Services to be Provided by Consultant.** Appendix A to the Agreement is revised by adding Appendix A-1, **Additional Services to be Provided by Contractor**. Appendix A-1 is attached hereto as Attachment (1) to this Amendment.

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

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

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

**CITY**

**CONSULTANT**

Recommended by:

**CH2M HILL, Inc.**

\_\_\_\_\_  
Ed Harrington  
General Manager  
San Francisco Public Utilities Commission


\_\_\_\_\_  
Name of Authorized Representative

Approved as to Form:

\_\_\_\_\_  
Title

Dennis J. Herrera  
City Attorney

By:

  
\_\_\_\_\_  
John White  
Deputy City Attorney

Attachments:

- (1) Appendix A-1: Additional Services to be provided by Consultant



Attachment (1) to First Amendment  
Agreement No. CS-915R

**Appendix A-1**  
**Additional Services to be Provided by Contractor**

**Contractor agrees to perform the following services in accordance with the terms and conditions of this Agreement.**

**Description of Additional Services:**

As stated in the Agreement, the CM CONSULTANT is responsible for providing all of the duties required by the WSIP CM Plan for the functional positions that will be staffed by the CM CONSULTANT. The CM CONSULTANT is responsible for reviewing the WSIP CM Plan to obtain a full understanding of that Plan and how it relates to the scope of work to be provided by the CM CONSULTANT and to each of the tasks, subtasks, and activities listed below. Therefore, notwithstanding the detailed task, subtask, and activity descriptions provided by the CM CONSULTANT in its proposal, the following tasks, subtasks, and activities shall be performed by the CM CONSULTANT and its staff for the Sunol Region in a manner that is consistent with the approach to construction management as described in the WSIP CM Plan.

**Description of Additional Services.**

The CM CONSULTANT will provide construction management and environmental compliance services for the Habitat Reserve Program (HRP) sites located in the Sunol Region. The Regional Consultant Construction Manager (RCCM) will provide services so that HRP Sunol CM Program maintains compliance with contract terms and conditions and the WSIP Construction Management Plan ("WSIP CM Plan"), as well as conformity with all SFPUC policies, procedures, and standards. The Regional Environmental Compliance Manager (RECM) shall assume management of the HRP Sunol CM Program assisted by qualified and experienced project level environmental and construction management personnel. The RCCM shall assign an HRP Construction Manager (HRPCM) to employ construction management objectives and requirements in accordance with the WSIP CM Plan guidelines, uniform procedures and policies. The RECM shall assign a HRP Restoration Manager (HRPRM) to provide technical expertise related to the stream and wetland restoration components of the HRP work.

The sites within the Sunol Region are:

- Goldfish Pond
- Calaveras Road North (aka Portal Road North)
- San Antonio Creek\*
- Sheep Camp (aka Sheep Camp Creek)\*

\* NOTE: The San Antonio Creek and Sheep Camp sites are associated with WSIP projects for which the environmental review process under CEQA has not yet been completed. Accordingly, the CM CONSULTANT's services for those sites shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed projects. Until the CEQA review process is completed, the City retains sole and absolute discretion to, among other things, modify the projects to mitigate significant environmental impacts, or elect not to proceed with the proposed projects based upon information generated by the environmental review process.

## **Regional Oversight and Support**

The Sunol Regional CM team will provide support as needed to oversee and direct the activities of the HRP CM Program team. The regional staff, including the RCCM, RECM, and Administration Document Control Specialist are expected to support the HRP CM team.

Promptly upon Notice to Proceed (NTP), the RCCM will mobilize the HRPCM along with needed administrative and field staff.

The following tasks, subtasks and subtask activities are referenced to the relevant sections (in parentheses) in the WSIP CM Plan to provide guidance to the anticipated scope of work. The sections referenced are not inclusive.

### **TASK 7 Provide HRP CM Services – Sunol Region Habitat Reserve Program Sites**

#### **A. Task 7.1 Pre-Construction Services**

##### **1. Subtask 7.1.1 Integrate Environmental Requirements**

CM CONSULTANT will integrate environmental requirements into construction process; implement MMRPs; manage and assign environmental inspectors and specialty monitors. Prepare compliance reports and coordinate with SFPUC Bureau of Environmental Management (BEM). Provide agency interface and coordinate resolution of issues with SFPUC BEM. Coordinate pre-construction surveys and other mitigation work as required by permits. Set up and maintain environmental compliance records and files. Develop environmental compliance training program incorporating requirements included in the MMRP, Biological Opinion, and other resource agency permits. Prepare compliance reports, maintain permit binders and track variance requests in accordance with the SFPUC WSIP CM Plan.

**Deliverables:** Paleontological Resources Survey and Monitoring Report  
Supervisory Level Environmental Training Program  
Crew Level Environmental Training Brochure

##### **2. Subtask 7.1.2 Provide Constructability/Bidability Reviews and Bid/Bid Award Assistance (WSIP CM Plan Section 2.1.3)**

Develop a strategy for the construction of the Sunol HRP sites and propose approach to method and number of contracting packages. The plan will be submitted to the RPM for review and approval.

Provide a constructability and bidability review of the construction bid documents with emphasis on completeness of the design documents, adequacy of the planned, staging and lay down space, identified environmental issues, identified community issues, specified construction methods that might result in excessive costs without associated benefits, inclusion of inspection, testing and system acceptance provisions, materials delivery plans methods and constraints, conflicts within the documents and the constructability impacts of the environmental requirements. Review and comment on the Contractor QC Plan requirements and on the required

submittals. In addition, provide support for pre-bid meetings, and responses to questions submitted by bidders and provide assistance in prequalification of bidders as directed by the RPM.

**Deliverables:** Contracting Plan  
Constructability/Bidability review comments on the design package

**B. Task 7.2 Construction Contract Management and Administration**

**1. Subtask 7.2.1 Implement the CM Safety Plan (WSIP CM Plan Section 2.2.2.2)**

CM CONSULTANT will submit to the RPM copies of the HRP CM Safety Plan updates. This Plan will address the safety of the HRP CM Team while performing the HRP work.

**Deliverables:** Health and Safety Plan Updates  
Monthly Status Reports on Health and Safety Plan Implementation

**2. Subtask 7.2.2 Manage the CM Contract (WSIP CM Plan Section 2.2.4)**

The CM contract will be managed according to the provisions of the CM Manual. CM CONSULTANT will confirm that invoicing is performed per the WBS and provide monthly status reporting. Such reporting may include the current status of expenditures and accruals, forecasted costs to complete each task, costs at task completion, variance analysis and explanation, as well as a discussion of major issues as they affect CM costs. Resource needs that deviate from the initial CM plan will require discussion as well.

**Deliverables:** Monthly Status Reports  
Invoices

**3. Subtask 7.2.3 Provide Construction Administration for the Project (WSIP CM Plan Sections 2.2.8.1 through 2.2.8.19)**

**a. Coordinate Field Office Mobilization (WSIP CM Plan 2.2.8.1 and 2.2.8.2)**

CM CONSULTANT will support the SFPUC to coordinate the office mobilization and demobilization with the Contractor and facilitate a smooth mobilization at the start of construction and seamless demobilization at the project conclusion.

**b. Project Risk Management Plan (WSIP CM Plan 2.2.8.2)**

CM CONSULTANT will support the SFPUC to develop a project Risk Plan and Profile for expected risks, which will include the risk description, probability of occurrence, mitigation measures and action plans, effectiveness measurement, and review and update frequency. The Contractor will be encouraged to participate in the development and subsequent reviews and updating of these plans along with the CM Team, PCM, and RPM. Reviews and updates will occur at monthly intervals to pick up new risks, as well as review the status of the plan. This is a good task for Partnering

because it facilitates cooperation, as well as recognition of common problems and goals.

**c. Partnering (WSIP CM Plan 2.2.8.5)**

CM CONSULTANT will advise on planning of and participate in partnering sessions. The partnering process will be used for developing the Risk Plan and Profile described above as one example of the engagement of the HRP partners in developing the tools to help the successful completion of this project.

**d. Construction Status Meetings (WSIP CM Plan 2.2.8.6 and 2.8.7)**

CM CONSULTANT will support the SFPUC to hold Weekly Construction Status Meetings with the Contractor and all affected parties to review construction progress, issues, anticipated work and all other HRP related items. Tasks will be assigned to various parties as a result of the topics discussed at these meetings. Documentation of the meetings will be provided to all parties.

**e. Contractor Monthly Applications for Payment and Progress Reports (WSIP CM Plan 2.2.2.8)**

The Contractor's Payment Applications will be reviewed and processed in a timely manner consistent with the Contract requirements while using acceptable cost control practices. Accurate and comprehensive records to provide an audit trail throughout the HRP duration will be maintained.

**f. Provide Construction Contract Management Services**

CM CONSULTANT will assist the SFPUC to manage the Construction Contract by managing the contract change process as described in the CM Manual and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). CM CONSULTANT will support the SFPUC to lead the negotiations for cost and time impacts, and make recommendations for the disposition of Change Requests and will maintain the Change Request files, Records of Negotiation and the Change Log.

Assistance and support will be given by the Construction Schedule/Cost Specialist, Estimator, Client/ Operations Representative, RECM and RCCM.

A Change Log tracking all Change Requests and trends for the life of the project will be maintained. Change Requests will be coded and categorized as described in the CM Manual. Cost and schedule trending will be used to provide early warning of potential cost and schedule impacts and allow for corrective action, minimize unexpected changes, document cost and schedule forecasts and reports and provide a history of cost and schedule evolution. These trends and associated issues will be communicated to the entire CM Team for maximum awareness and feedback among team members.

Change Requests will be reviewed to be sure the appropriate time adjustment proposal, cost proposal and environmental impact analysis are included as needed in the Change Request. The timely resolution of Change Requests and the thoroughness of documentation of each change request is an important part of a proactive claims management plan. As Change Requests are approved, the Contract Documents will be modified and updated to reflect the changes. Claims will be handled in a similar manner as described in the CM Manual.

**g. Submittal Management (including RFIs and RFDs) (WSIP CM Plan 2.2.8.9, 2.2.8.10, and 2.2.8.11)**

CM CONSULTANT will support the SFPUC to manage the submittal process. Efforts will be made to expedite the review and approval of submittals by all reviewers in the most efficient manner possible. For complex submittals, presubmittal meetings will be held to minimize resubmittals.

CM CONSULTANT will support the SFPUC to manage all RFIs and RFDs from the Contractor, including coordinating their review, verifying format, and tracking through the system to ensure a timely reply.

**h. Requests for Substitution (WSIP CM Plan 2.2.8.12)**

All decisions for requests for Substitution will be made by the RPM. Assistance will be provided as needed, and time will be tracked for prompt replies.

**i. Contract Drawing, Specification and Record Drawing Control (WSIP CM Plan 2.2.8.12)**

CM CONSULTANT will support SFPUC to maintain Conformed Contract Drawing, Specification, and Record Drawing control. As part of the HRP CM Plan, a protocol will be established for Contract Document control where "redline" drawings are maintained by both the Contractor and the CM.

**j. Claims Management (WSIP CM Plan 2.2.8.14)**

CM CONSULTANT will work to minimize construction claims throughout the preconstruction and construction periods by resolving differences before they result in a claim. A baseline schedule will be submitted at the start of construction where progress with submittals, RFI's, RFD's, and RFS's will be monitored to avoid delays. In addition, a constant dialogue will be maintained with the HRP Contractor in order to communicate each party's needs and to resolve problems before they arise.

**k. Progress and Status Reporting (WSIP CM Plan 2.2.8.16)**

A Project Construction Progress Report will be prepared for the RPM on the monthly basis in the format established by the PCM.

**l. Value Engineering (WSIP CM Plan Section 2.2.8.17)**

CM CONSULTANT will process Value Engineering Proposals from the Contractor in a timely manner and, if accepted, support the SFPUC in the negotiations for a Change Order to implement the proposal.

**m. Dispute Review Board (DRB) (WSIP CM Plan Section 2.2.8.15)**

CM CONSULTANT will work with the Project CM to both orient the members of the agreed-upon DRB to the project initially and, later, on to support their review of any issues that should arise on the project.

**Deliverables for Subtasks 7.2.3 a through m:**

- Project Risk Management Plan Updates
- Preconstruction Conference Meeting Minutes
- Weekly Progress Meeting Minutes
- Approved Schedule of Values
- Monthly Verified Progress Payment Applications
- Submittal Status Logs
- RFI Status Logs
- RFD Logs RFS Logs
- Change Order Request Logs
- Change Order Logs
- Trend Logs
- Construction Progress Reports
- Monthly Trend Logs

**C. Task 7.3 Provide Construction Quality Assurance Services (WSIP CM Plan Section 2.2.9)**

After reviewing Contractor's Quality Control Plan, CM CONSULTANT will update the previously prepared Project QA Plan for Program QA Manager's review and RPM's approval.

CM CONSULTANT will provide Discipline QA Inspectors as required to inspect the construction and report on Contractor's compliance with the QC plan. The Contractor will be informed of observed quality deficiencies and nonconformance notices will be prepared with recommendations for corrections. The CM CONSULTANT will support the SFPUC to assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and closeout of deficiencies in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan and will be used to record the weather for the day, Contractor equipment and labor resources observed to be working, all inspections performed, observations, significant daily events, problems, and communications pertaining to the quality of the work.

**Deliverables:** Project QA Plan  
Daily QA Inspection Reports

**D. Task 7.4 Provide Construction Project Controls Services (WSIP CM Plan 2.2.11)**

CM CONSULTANT will provide thorough document and project controls that enable the SFPUC to quickly locate documentation required to address Contractor questions, change requests or to

resolve claims. The CMIS and document control standards developed by the Program Construction Controls Manager will be used.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. A staff fluent with construction management software such as Expedition will be assigned to the project. A Document Control Specialist will be responsible for the maintenance and control of all project documents.

The CM CONSULTANT will analyze the cost-loaded monthly project schedules provided by the Contractors and provide those analyses to the SFPUC for use in the Master Project Schedule updates. The CM CONSULTANT will help to ensure timely reporting and the quality of the data for the Master Project Schedule updates.

CM CONSULTANT will support the SFPUC to prepare prepurchased material and equipment delivery schedules following NTP and incorporate such schedules into the monthly progress reports and will provide assistance as required by the RPM to expedite, inspect, witness, test, and manage delivery and turnover to the Contractor.

The CM CONSULTANT will support the SFPUC to manage the project schedule from initial Contractor submittal to contract closeout. Reviews will include the review and approval of the Contractor's baseline schedule format, bi-monthly schedule updates, recovery schedules, 4-week look-ahead schedules, updated completion percentages and activity durations, maintenance of approved schedule revisions, schedule analysis and variance reporting, out-of-sequence work, and schedule forecasting.

Cost controls will be set up to closely manage the project. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored. A Cost-to-Complete forecast, which, along with a schedule completion update, provides the forecast at completion for reporting purposes, will be created on a monthly basis. This will be done for Construction Contracts and the CM Contract.

**Deliverables:**           Monthly Construction Progress Report  
                                  Pre-purchased material and equipment delivery schedules

**E. Task 7.5 Provide Construction Environmental Compliance Monitoring and Support Services (WSIP CM Plan 2.2.12)**

**Reporting, Plans, and Documentation –**

Compliance reporting includes daily, monthly and quarterly compliance reports in accordance with CM procedures. Specific resource reports (i.e., paleontological, biological, and/or cultural resource reports) are also required. Additionally prepare minor project deviation requests with applicable supporting biological and/or cultural resource reports for minor project modifications. Refer to deliverable list titled "Reporting, Plans, and Documentation".

**Contractor Submittals** - Following NTP, the RECM will monitor the contractors for timely submission of all required environmental plans the Contractor is required to complete and submit. The RECM will also coordinate with the ECCM for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and return. Refer to deliverable list below titled "Contractor Plan, Log, Documentation Submittal Review/Tracking".

***Environmental Compliance Training*** - CM CONSULTANT will ensure that all Contractor and CM personnel are environmentally trained prior to starting work on the project. Some form of hard hat label is suggested for easy identification of completed training. Further, a training video would allow for the seamless transition of staff as changes occur. Refer to deliverable list below titled "Contractor Plan, Log, Documentation Submittal Review/Tracking"

***Environmental Inspection and Specialty Environmental Monitoring*** - As required by the Scope of Work, the Sunol Valley Region CM Team will include Environmental Inspectors and/or Specialty Environmental Monitors on each of the HRP projects. The following is a summary of the scope of work for inspection and monitoring activities:

***Environmental Inspection:*** An Environmental Inspector (i.e., biologist approved by USFWS and CDFG) will be on-site as needed to document compliance with project's MMRP, permits and Section 01062 of the construction Contract Documents. During initial ground disturbing activities it is anticipated that the Environmental Inspector will be on-site daily to carry out the day-to-day inspection of the Contractor's activities related to environmental mitigation measures and permits. Once fencing and clearing has been completed the Environmental Inspector will be on-site a minimum of once per week. Environmental Inspectors report to the designated Lead QA Inspector. The Environmental Inspector will coordinate on a regular with the Lead QA Inspector to discuss environmental issues or concerns, resolutions to non-compliance issues, and to coordinate upcoming construction activities that may require a higher level of environmental inspection or specialty environmental monitor presence. Responsibilities of the Environmental Inspectors include, but are not limited to:

- Environmental Inspectors are the key field staff responsible for ensuring that the project is constructed in compliance with project mitigation requirements, permit conditions, environmental plans, environmental specifications and other agency agreements. Environmental Inspectors accomplish this objective by evaluating, documenting, and verifying that the Contractor's construction activities comply with all applicable environmental requirements and in accordance with CM Procedure 052.
- Once all initial ground-disturbing activities are completed, perform weekly spot checks of the project area to ensure that Contractor is complying with measures to protect species (i.e., fencing installed and maintained, trench covering or escape ramps, checks beneath parked vehicles prior to movement, etc.). It is anticipated that this activity can be provided by an Environmental Inspector if the Environmental Inspector has a biological background.
- Assisting Regional Environmental Compliance Manager in preparation of Monthly Environmental Compliance Reports (i.e., CM P055) and Quarterly Compliance Reporting Table (i.e., CM P056);
- Preparing Environmental QA Daily Inspection Reports in accordance with SFPUC Construction Management Procedures (i.e., CM P058) using the SFPUC's Construction Management Information System (CMIS) reporting database;
- Acting as a liaison between the construction personnel (i.e., Contractor personnel, City field personnel, City CM personnel, etc.) and agency field representatives;
- Informing the Lead QA Inspector or applicable QA Inspector of the status of environmental issues in their respective areas;
- Assessing work area conditions prior to construction activities and noting concerns and requirements;



- Providing advance notice to the Lead QA Inspector of conditions and situations that require specific awareness and planning;
- Coordinating Specialty Environmental Monitor activities;
- Verifying that the project construction limits are marked, flagged, and fenced as required prior to construction progressing through an area;
- Coordinating with the RECM as necessary on permit and compliance issues;
- Posting environmental signs (e.g., “Monitoring required during ...” “Sensitive Resource Area – Keep Out”, etc.) ahead of construction site areas to alert the contractor to any specialty environmental monitoring requirements or sensitive resource areas.
- Ensure completion of applicable environmental training off all onsite personnel.

**Specialty Environmental Monitor (biologist):** Qualified biologists (i.e., approved by USFWS and/or CDFG depending on the species) will provide environmental survey services to support construction activities, as required by the MMRP and environmental permits/agreement. The Specialty Environmental Monitors will be knowledgeable about the species to be surveyed and project environmental requirements related to said species. Responsibilities of the Specialty Environmental Monitor(s) (biologist) include, but are not limited to:

- Conducting a pre-construction biological survey for San Joaquin kit fox in accordance with the project’s Biological Opinion.
- Conducting a pre-construction biological survey for foothill yellow-legged frogs and Western pond turtle in accordance with CDFG Streambed Alteration Agreement.
- Conducting pre-construction biological survey for California red-legged frogs, Alameda whip snake, and California tiger salamander in accordance with the USFWS Biological Opinion and CDFG Streambed Alteration Agreement.
- Conducting pre-construction biological survey for burrowing owl.
- Conducting pre-construction and construction biological survey for migratory birds, raptors, and special-status bats in accordance with CDFG Streambed Alteration Agreement.
- Conduct pre-construction flagging around the drip line of all trees to be retained within 50 feet of construction activities.
- Conduct surveys and prepare report(s) in response to Minor Project Modification as requested by RECM per CM Procedure 054 as revised.
- Conducting weekly inspection of the bridge for swallow nesting activity beginning February 15 in accordance with CDFG Streambed Alteration Agreement.
- Conduct monitoring during installation of exclusion fencing installation in accordance with permit requirements.
- Conducting monitoring in the construction areas at the beginning of each workday during initial ground disturbance including vegetation-removal, grading, and excavation in accordance with the USFWS Biological Opinion.
  - Inspecting the perimeter fence to ensure that it does not have any tears or holes, that the base of the fence is still buried, and that no individual animals have been trapped in the fence.

- Once all initial ground-disturbing activities are completed, perform weekly spot checks of the project area to ensure that Contractor is complying with measures to protect species (i.e., fencing installed and maintained, trench covering or escape ramps, checks beneath parked vehicles prior to movement, etc.). It is anticipated that this activity can be provided by an Environmental Inspector if the Environmental Inspector has a biological background.

**Specialty Environmental Monitor (Paleontologist):** According to the Society of Vertebrate Paleontology's Conformable Impact Mitigation Guidelines Committee (1995), a qualified paleontologist is a practicing scientist who is recognized in the paleontology community and is proficient in vertebrate paleontology, as demonstrated by:

- institutional affiliations or appropriate credentials,
- ability to recognize and recover vertebrate fossils in the field,
- local geological and biostratigraphic expertise,
- proficiency in identifying vertebrate fossils, and
- publications in scientific journals.

Qualified paleontologist will be responsible for the following:

- Participate in the preparation of the materials for the environmental compliance training program.
- Conduct pre-construction survey for significant paleontological resources. Following the survey a survey, prepare a survey report. Alternatively the survey/report can be prepared by a California Registered Geologist.
- If potential fossils are discovered the qualified paleontologist will implement treatment and reporting.
- Perform monitoring during initial ground disturbing activities.

**Specialty Environmental Monitor (Archaeologist):** Archaeological monitoring is not required during construction. If an accidental discovery or human remains are encountered during construction, an archaeologist will respond in accordance with *MEA WSIP Project Archaeological Guidance (June 2008)*. Conduct surveys and prepare report(s) in response to Minor Project Modifications as requested by RECM per CM Procedure 054.

The CM Team will ensure tracking and documentation are provided to support the WSIP environmental reporting function and will notify the RPM of each permit or mitigation requirement violated during construction along with a remediation plan, if needed. A record of construction compliance for inclusion in the project files as part of the project Closeout will be included.

#### **Reporting, Plans, and Documentation Deliverables:**

- An Excel version of the Environmental Requirements Tracking Table that includes MMRP, resource agency permit requirements and agreements, and Standard Construction Measures (CM Procedure 051) to SFPUC two weeks prior to start of construction.
- Monthly Environmental Compliance Reports during construction activities (CM Procedure 051)
- Quarterly Environmental Reporting Table during construction activities (CM Procedure 056)

- Specialty Environmental Monitors are responsible for preparing Environmental Daily Monitoring Logs (CM Procedure 057) to document survey and/or monitoring activities.
- Environmental Inspectors are responsible for preparing Daily Environmental Inspection Reports and providing supporting photographs as applicable and necessary.
- A report that documents the survey results for significant paleontological resources. Alternatively the survey/report can be prepared by a California Registered Geologist.
- Minor Project Modifications as requested by Contractor and/or other Project personnel per CM Procedure 054 as revised.
- Documentation of any new sightings of San Joaquin kit fox, California red-legged frogs, Alameda whip snakes, or California tiger salamanders in the California Natural Diversity Database

***CM CONSULTANT Plan, Log, Documentation Submittal Review/Tracking***

- Construction Risk Management Plan including the following:
  - Site-specific Health and Safety Plan;
  - Emergency Response Plan
  - Hazardous Materials Business Plan
  - Hazardous Material Spill Prevention Control and Countermeasure Plan
  - Hazardous Spoils Material Disposal Plan
- Storm Water Pollution Prevention Plan including the following:
  - Dewatering Plan
- Traffic Control Plan
- Construction vehicle maintenance logs

