File No. 230475 **Committee Item No.** 3
Board Item No. 8

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** May 24, 2023
Board of Supervisors Meeting **Date** June 6, 2023

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☒	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☒	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	☒	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	☒	**Contract/Agreement**
☒	☒	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

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

☒	☒	Request for Proposals 6/30/2022
☒	☒	Request for Proposals Addendum 1 7/22/2022
☒	☒	Request for Proposals Addendum 2 7/26/2022
☒	☒	Request for Proposals Addendum 3 8/16/2022
☒	☒	Request for Proposals Addendum 4 8/19/2022
☒	☒	PUC Resolution No. 230077 4/11/2023
☒	☒	BOS Resolution No. 307-11 7/26/2011
☒	☒	Office of Contract Administration Memorandum 3/1/2023
☒	☒	PUC Presentation 052423
☐	☐	

Completed by: Brent Jalipa **Date** May 18, 2023
Completed by: Brent Jalipa **Date** May 30, 2023

[Professional Services Agreement - AECOM Technical Services, Inc. - Program Management Consultant Services - Not to Exceed $90,000,000]

Resolution approving the Professional Services Agreement, Contract No. PRO.0179, Wastewater Capital Plan Delivery, Program Management Consultant, to AECOM Technical Services, Inc., to provide program management consulting services for an amount not to exceed $90,000,000 and with a term of 10 years, effective upon approval of this Resolution, pursuant to Charter, Section 9.118.

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) Capital Plan, also known as the Capital Improvement Plan (CIP), consists of several programs including the Sewer System Improvement Program (SSIP), the Facilities and Infrastructure (F&I) Program, and the Renewal and Replacement Program (R&R); and

WHEREAS, The SFPUC had undertaken the CIP to improve San Francisco's wastewater collection system and treatment facilities, and relative to other WWE capital programs, the SSIP is a larger, system-wide investment, which includes replacement of major WWE facilities; and

WHEREAS, On July 26, 2011, by Resolution No. 307-11 (File No. 110586), the Board of Supervisors authorized the General Manager of the SFPUC to execute Sewer System Improvement Program-Funded Agreement No. CS-165, Program Management Services, with AECOM-Parsons Joint Venture, for an amount not to exceed $150,000,000 with a term of up to 15 years; and

WHEREAS, The original contract, CS-165 Program Management Support Services, reached capacity in 2023; and

WHEREAS, Services under the proposed Contract No. PRO.0179, will continue the program management work implemented under the SSIP and initiate new capital

improvement projects as part of a rolling ten-year CIP with new projects initiated based on priorities driven by asset management principles through the City's biennial budget process; and

WHEREAS, The SFPUC Infrastructure Division and WWE seeks consultant services to continue to provide a number of programmatic functions such as strategic capital planning, risk management, pre-construction technical advice, pre-construction planning and management, labor and contract relations, development and refinement of standards, preparation of programmatic schedules and budgets, analysis of alternative project delivery mechanisms and asset management; and

WHEREAS, Specialists in the following fields and areas are required; value engineering and alternative analysis, a recognized expert in climate change with Bay Area familiarity to support climate change analysis and adaptation plans, technology transfer and training specialist for wastewater and stormwater pump stations, treatment plants, and conveyance systems, an asset management integration specialist with experience in integrating wastewater infrastructure, a building information modeling (BIM) specialist with engineering and construction experience on wastewater projects, including expertise in BIM for wastewater and stormwater pump stations, treatment plants, and conveyance system; and

WHEREAS, The WWE CIP requires the support of consultants with extensive knowledge, experience, and expertise in providing program management, planning, design, and pre-construction support services for large water or wastewater infrastructure capital programs; and

WHEREAS, On June 30, 2022, the SFPUC advertised a Request for Proposals (RFP) for program management consulting services; and

WHEREAS, On August 31, 2022, the SFPUC received three proposals in response to the advertisement of the RFP, and the SFPUC and Contract Monitoring Division (CMD) staff,

upon review of the proposals, determined that AECOM Technical Services, Inc. (AECOM) to be the highest-ranked proposer based on the established scoring criteria; and

WHEREAS, The CMD established a Local Business Enterprise (LBE) subconsultant participation requirement of 15% for this contract, and AECOM committed to a 20.25% LBE subconsultant participation; and

WHEREAS, The Contract No. PRO.0179 and its services are anticipated to begin in July 2023 and end in June 2033, with a total duration of 10 years; and

WHEREAS, Funding for this Agreement will be available for individual task order awards from Project 10029732 - WWE Capital Improvement Program, SSIP Program-wide Management, and individual project funds within the WWE CIP; and

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

WHEREAS, On April 11, 2023, by Resolution No. 23-0077, the SFPUC approved the Professional Services Agreement, Contract No. PRO.0179, Wastewater Capital Plan Delivery, Program Management Consultant, to AECOM Technical Services, Inc., to provide program management consulting services to replace the existing contract that is nearing capacity, for an amount not to exceed $90,000,000 and with a duration of 10 years, subject to Board of Supervisors’ approval; and

WHEREAS, The contract amount exceeds $10,000,000 and is therefore subject to Board of Supervisors approval, in accordance with Charter, Section 9.118(b); now, therefore, be it

RESOLVED, That this Board of Supervisors hereby approves the Professional Services Agreement, Contract No. PRO.0179, Wastewater Capital Plan Delivery, Program Management Consultant, to AECOM Technical Services, Inc., to provide program management consulting services to replace the existing contract that is nearing capacity, for an amount not to exceed $90,000,000, and with a duration of 10 years; and

FURTHER RESOLVED, That within thirty (30) days of the agreement being fully executed by all parties the San Francisco Public Utilities Commission shall provide the final agreement to the Clerk of the Board for inclusion into the official file.

Item 3 File 23-0475	Department: Public Utilities Commission (PUC)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize a new professional services agreement between SFPUC and AECOM Technical Services, Inc. (AECOM) to provide program management consulting services. The contract has an initial 10-year term with a five-year option to extend and a not to exceed amount of $90,000,000.

Key Points

- The Wastewater Enterprise 10-Year Capital Improvement Plan (2024-2033) is $4.9 billion and includes the following three programs: Sewer System Improvement Program (SSIP), Renewal and Replacement Program (R&R), and Facilities and Infrastructure Program (F&I).
- In June 2022, SFPUC issued a Request for Proposals (RFP) PRO.0179 for program management consulting services for the Wastewater Enterprise Capital Improvement Plan. AECOM Technical Services, Inc. (AECOM) achieved the highest-ranking score.
- Under the proposed contract, AECOM will provide the following services: (1) Program Administration; (2) Strategic Capital Planning; (3) Program Delivery; and (4) Project Technical Support.
- The contract also includes a $900,000 Social Impact Partnership Commitment.

Fiscal Impact

- The proposed contract budget amount of $90,000,000 was based on an assessment of the existing contract's hours and projected needs. Costs are funded by Wastewater rate payers.

Policy Consideration

- The Wastewater Enterprise has not completed annual performance evaluations of its existing contract with AECOM since 2018, despite the Department's policy for annual contractor performance evaluations. Similarly, in our report on the Wastewater Enterprise's design contract for the Biosolids Digester Facility (22-0791), we noted that staff had not evaluated contractor performance since 2016, but began doing so at the recommendation of the Budget & Legislative Analyst. The lack of annual contractor performance evaluations appears to be a division-wide phenomenon for the Wastewater Enterprise.

Recommendations

- Request PUC update the proposed contract to state that the contractor will be subject to annual performance evaluations.
- Approve the proposed resolution.

MANDATE STATEMENT

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

BACKGROUND

Wastewater Enterprise Capital Improvement Plan

The San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The Wastewater Enterprise 10-Year Capital Improvement Plan (2024-2033) is $4.9 billion and includes the following three programs:

- **Sewer System Improvement Program (SSIP):** consists of multiple projects that include addressing aging infrastructure and existing wastewater collection system and treatment facilities and seismic deficiencies, managing stormwater in the City's eight urban watersheds, and upgrading the existing wastewater system. SSIP Phase 1 includes 70 projects and Other SSIP includes 43 projects ($2.9 billion).
- **Renewal and Replacement Program (R&R)**: This program addresses (1) deficiencies in the sewer collection system to ensure they continue to function at proper capacity and meet regulatory standards, and (2) the extension of the useful life of treatment facilities throughout the City by helping to maintain their treatment capacity and performance and maintain regulatory compliance ($1.6 billion).
- **Facilities and Infrastructure Program (F&I)**: consists of capital projects intended to provide for necessary upgrades to aging facilities not included in the SSIP and RRP. These projects include the Southeast Outfall Condition Assessment & Rehabilitation, New Treasure Island Wastewater Treatment Plant, Ocean Beach Climate Change Adaptation Project, Collection Division Consolidation (WWE Facilities Plan), Southeast Community Center at 1550 Evans, Southeast Bay Outfall Islais Creek Crossing Replacement, and Southwest Ocean Outfall (SWOO) ($330 million).

Status of Wastewater Enterprise Capital Improvement Program Projects

According to the most recent March 2023 Wastewater Enterprise Capital Improvement Program Quarterly Report for the second quarter of FY 2022-23 (October 1, 2022, to December 31, 2022), the SSIP Phase 1 is 52.6 percent complete with a current approved budget of $4,402.6 million, a forecast cost of $4,409.6 million and a forecast completion of June 2032. The 'Other SSIP' projects have a current approved budget of $1,570.9 million, a forecast cost of $1,613.1 million, and is expected to be finished in June 2033. The current approved budget for the F&I Program is $677.8 million, and the current forecast cost at completion is $648.6 million, with a forecast completion of January 2032. The total approved budget and the current forecasted cost at completion for the Renewal and Replacement Program are approximately $1.2 billion. The overall R&R Program

is currently forecasted to be completed in March 2024 but, by its nature, will be ongoing beyond this date.

Existing CS-165 Contract with AECOM

On July 26, 2011, the Board of Supervisors authorized the General Manager of the SFPUC to execute a new agreement, CS-165 Program Management Support Services – Sewer System Improvement Program, with AECOM-Parsons Joint Venture (AECOM-Parsons) in an amount not to exceed $150,000,000 for a term of up to 15 years, from August 30, 2011 through September 25, 2026 (File 11-0586). According to SFPUC staff, the contract has expended approximately $149.9 million through April 2023. SFPUC staff state that inadequate long-term planning and management of task order costs and resources over the contract duration, combined with additional efforts to initiate the program beyond what was expected, led to contract funds being exhausted three years earlier than anticipated.

While the CS-165 contract was focused solely on providing services as part of the SSIP, the new proposed contract will support the entire Wastewater Enterprise (WWE) 10-Year Capital Improvement Plan, including SSIP, the F&I Program, R&R, and any new projects initiated as part of the Wastewater Capital Plan.

Competitive Process for New Contract

Consequently, in June 2022, SFPUC issued a Request for Proposals (RFP) PRO.0179 for specialized program management consulting services for the Wastewater Enterprise Capital Improvement Plan for an amount not to exceed $90,000,000 for a project term of up to 10 years. The RFP sought proposals to provide services that include but are not limited to the following: program administration, strategic capital planning, program delivery, and project technical support for all three Capital Improvement Plan program areas: SSIP, F&I Program, and the R&R Program. AECOM Technical Services, Inc. (AECOM), Greeley and Hansen LLC, and Parsons Water & Infrastructure, Inc. were the three respondents to the RFP. A four-member selection panel reviewed the proposals and scored them, as shown in Exhibit 1 below.[1]

Exhibit 1: Proposers and Scores from RFP

Proposer	Average Score (out of 1000)
AECOM Technical Services, Inc. (AECOM)	858.12
Greeley and Hansen LLC	828.10
Parsons Water & Infrastructure Inc.	825.09

Source: SFPUC

AECOM achieved the highest-ranking score. The losing bidders protested the award, however the PUC and City Attorney determined the protests were without merit.

[1] The panel consisted of an Assistant General Manager from the SFPUC Wastewater Enterprise, a Manager from the SFPUC Project Management Bureau, a Chief Development Officer from SFO, and an Assistant General Manager from BART.

Subcontractors

AECOM's proposal exceeded the 15 percent Micro/Small-Local Business Enterprise (LBE) subconsultant participation requirement by including a total LBE participation rate of 20.25 percent. The subconsultants and the LBE-credited participation percentages are shown in Exhibit 2 below.

Exhibit 2: Subcontractors

Firm	Service	Local Business Enterprise Participation
Chaves & Associates	Records Management – Document Control	1.00%
Coord, LLC	Urban & Regional Planning – Strategic Capital Planning	10.00%
Davis & Associates Communications, Inc.	Community Relations/Public Affairs – Communications	1.00%
Effective Management Services, LLC	Construction Management – Construction Planning Support	1.00%
Incommon LLC	Urban & Regional Planning – Urban Planning	0.75%
M. Lee Corporation	Construction Management – Cost Estimating	2.25%
Pathways Climate Institute	Environmental Advisory Services, Urban and Regional Planning – Climate Change Support	0.75%
Sustainable Watershed Designs Inc. DBA Lotus Water	Water Resources Civil Engineering Watershed Assessment, Stormwater, Green Infrastructure	2.00%
Yolanda's Construction Administration and Traffic Control Inc.	Administrative Services – Program Contract Management/Administration	1.50%
HDR Engineering, Inc.	Program Management/Engineering Design and Support	0%
V&A Consulting Engineers, Inc.	Condition Assessment	0%
	Total LBE Participation:	**20.25%**

Source: Contract Monitoring Division, Office of the City Administrator

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize a new professional services agreement between SFPUC and AECOM Technical Services, Inc. (AECOM) to provide program management consulting services. The contract has an initial 10-year term with a five-year option to extend and a not to exceed amount of $90,000,000.

Services

Under the proposed contract, AECOM will provide the following services:

1. **Task 1: Program Administration:** includes program contract management and developing a Program Management Plan that will serve as a roadmap for the vendor working on the

Capital Improvement Plan. The contractor would also update and refine the existing SSIP Quality Management Plan using industry best practices and perform Quality Assurance services on deliverables.

2. **Task 2: Strategic Capital Planning:** includes recommending updates to the Wastewater Capital Improvement Plan, such as developing cost and schedule estimates for projects. The contractor would also support SFPUC staff in providing analysis related to air, biosolids, and wastewater regulatory requirements.
3. **Task 3: Program Delivery**: includes evaluating health and safety plans for the Capital Improvement Plan, providing risk and regulatory compliance assessments and inspections and a risk management plan, and preparing a facilities integration plan for the Capital Improvement Plan. The contractor would also provide a lead cost estimator for the program, support communications for the Capital Improvement Plan, and develop cost control procedures.
4. **Task 4: Project Technical Support:** includes leading the needs assessment for projects, supporting PUC Infrastructure Engineering Management Bureau and Wastewater Enterprise in evaluating asset-specific seismic risks, providing specialized hydraulic modeling expertise, including treatment plan and water quality modeling, and evaluating climate change impacts to the wastewater infrastructure. The contractor will also develop and deliver training programs and curriculums, investigate new technologies for possible inclusion in Capital Improvement Plan projects, and provide Building Information Modeling and asset digitization services to Infrastructure and Wastewater Enterprise.

According to SFPUC staff, during execution of the CS-165 contract with AECOM/Parsons JV, SFPUC evaluated which services could be performed in-house. The scope of work for "program controls" and "pre-construction management and planning" were transitioned to SFPUC staff and were not performed under the CS-165 contract, and these items are not included as part of the proposed PRO.0179 contract. SFPUC staff state that improved processes will be in place during the implementation of the proposed contract to evaluate the skillset and availability of City staff resources prior to engaging the contractor's team, such as assessing if the communications support function could be provided by City staff instead. SFPUC staff also state that some of the "Strategic Capital Planning" scope of services will be evaluated over several budget cycles to assess a potential transition to SFPUC staff over time as capacity and capital planning processes are strengthened internally.

Social Impact Partnership Commitments

Under the proposed PRO.0179 contract, AECOM commits to providing $900,000 in direct financial contributions comprising a mix of direct financial contributions in the areas of workforce development for local residents and youth, education, and environment and community health as part of the Social Impact Partnership program. Exhibit 3 below shows the beneficiary organizations.

Exhibit 3: Social Impact Partnership Beneficiary Organizations

Category	Beneficiary	Timetable	Amount
Job Exposure, Training & Internships	Old Skool Café	Contribute toward two training programs per year for 10 years	$120,000
Education	SF Ed Fund - Maisin Scholar Award Program	5 annual college scholarships for 10 years	$600,000
Environment & Community Health	Mycelium Youth Network (MYN)	Contribute $18,000 to support climate resilience programming for 10 years	$180,000
		Total	**$900,000**

Source: PUC

Performance Monitoring

Existing Contract

According to SFPUC staff, the most recent performance evaluation for the existing AECOM contract was from September 28, 2018 for the evaluation period of August 12, 2017 through June 31, 2018. Although the Department's SFPUC's Infrastructure Division Procedures Manual (last revised in 2019) requires contractor performance evaluations be completed on an annual basis, using a Consultant Performance Evaluation Form, SFPUC staff stated that no performance evaluations were conducted after 2018 due to lack of clarity in the procedure, including frequency and responsibility, and changing staff and leadership managing the contract. SFPUC staff state that a CS-165 contract closeout evaluation is scheduled for June 2023 and will include meeting with the contractors to assess performance and confirm if contractual obligations, such as receipt of task order deliverables, were met.

Controller's Audit of Existing AECOM Contract

In February 2023, the Office of the Controller audited the existing SSIP Program Management Services Contract (CS-165), a joint-venture with AECOM and the Parsons Corporation. SFPUC concurred with all audit findings and 15 recommendations on contract management and oversight and is in the process of implementing all recommendations by June 30, 2023 for the proposed contract, with the exception of one for performance evaluation which is required by December 31, 2023.

Proposed Contract Performance Management

The proposed contract does not define specific performance measures, performance evaluations, or reporting requirements but stipulates that "SFPUC may or may not, at its sole discretion, conduct evaluations of contractor's performance." However, SFPUC staff state that annual evaluations, as recommended by the recent audit, will be required and that relevant SFPUC Infrastructure Division reporting procedures will be evaluated and updated to clarify reporting requirements and frequency. SFPUC plans to meet the audit recommendation implementation date of December 31, 2023, to coincide with the end of year annual evaluation requirement.

In addition, SFPUC staff state that they will incorporate the audit requirement in the existing contract management procedure to clearly define the elements that should be included in progress reports, establish a set format for reporting, and use information provided to better inform oversight with an implementation date of June 30, 2023.

FISCAL IMPACT

Estimated Not to Exceed Amount

According to SFPUC staff, the proposed estimated budget amount of $90,000,000 was determined by three approaches: (1) a top-down analysis of the projects and functions in the Wastewater Capital Improvement Plan,[2] (2) a bottom-up analysis based on FTE staff to deliver the scope of work,[3] and (3) a comparison of efforts on the previous CS-165 contract with AECOM.[4] The three approaches resulted in a range of costs, and SFPUC staff took the average amount of $93,000,000 and rounded down to $90,000,000 to determine the proposed total amount for the contract.

Exhibit 4 below shows the estimated uses of funds by task for the proposed contract amount of $90,000,000, as developed by SFPUC staff.

[2] According to SFPUC, this is based on an assumed level of effort depending on the project lifecycle stage (i.e. if the project has not yet started, the program effort will be higher than compared to a project currently in planning/design) and may have a high level approximation.

[3] According to SFPUC, this is based on an assumption of three tiers of staff (top/mid/low) and estimated FTE by subtask by year and may have a low approximation because missing effort results in zero hours.

[4] According to SFPUC, this is based on actual expenditures of the CS-165 contract over the contract term, by comparable subtask where possible. It could be assumed this average expenditure over the contract term to be high because there was additional effort/costs in the first half of the contract.

Exhibit 4: Estimated Uses of Funds for Proposed Contract

Task and Subtasks	Other Direct Costs (ODC) Allowance	Labor Cost Estimate	Total (ODC and Labor)
Task 1: Program Administration	*$500,000*	*$5,700,000*	*$6,200,000*
Program Contract Management	$500,000	$ 3,600,000	$ 4,100,000
Program Management Plan	-	$ 900,000	$ 900,000
Document Management	-	$ 600,000	$ 600,000
Quality Management	-	$ 600,000	$ 600,000
Task 2: Strategic Capital Planning	-	*$26,000,000*	*$26,000,000*
Program Review	-	$ 2,700,000	$ 2,700,000
Long-Range Capital Planning	-	$ 3,100,000	$ 3,100,000
Adaptive Management Process	-	$ 4,800,000	$ 4,800,000
Asset Management Integration	-	$ 9,600,000	$ 9,600,000
Triple Bottom Line	-	$ 3,700,000	$ 3,700,000
Operational Permit Support	-	$ 2,100,000	$ 2,100,000
Task 3: Program Delivery	*$500,000*	*$19,200,000*	*$19,700,000*
Program Safety	-	$ 2,100,000	$ 2,100,000
Risk Management	-	$ 2,500,000	$ 2,500,000
Facilities Integration Plan	-	$ 1,000,000	$ 1,000,000
Project Labor Agreement Support	-	$ 500,000	$ 500,000
Diversity, Equity and Inclusion Support	-	$ 800,000	$ 800,000
Quality Control (Design)	-	$ 2,000,000	$ 2,000,000
Communications and Reporting Support	$500,000	$ 3,200,000	$ 3,700,000
Cost Estimating	-	$ 5,600,000	$ 5,600,000
Change Management	-	$ 1,500,000	$ 1,500,000
Task 4: Project Technical Support	*$2,505,000*	*$35,595,000*	*$38,100,000*
Preliminary Project Scoping and Development	$ 1,500,000	$ 4,100,000	$ 5,600,000
Project Alternatives Analysis Support		$ 15,400,000	$ 15,400,000
Seismic Evaluation/Standards		$ 900,000	$ 900,000
Hydraulic Modeling/Systems Engineering	$ 500,000	$ 1,400,000	$ 1,900,000
Hydraulic and Hydrologic Model Refinement and Modeling Support		$ 600,000	$ 600,000
Watershed Assessments	$ 400,000	$ 4,100,000	$ 4,500,000
Evaluation of Climate Change Drivers to the System and Revisions to Adaptation Plans	$ 5,000	$ 1,295,000	$ 1,300,000
Design Standards Review and Recommendations		$ 1,500,000	$ 1,500,000
Staff Training	$ 100,000	$ 1,100,000	$ 1,200,000
Condition Assessment Support		$ 2,500,000	$ 2,500,000
Emerging Technologies Review and Utility Expertise		$ 900,000	$ 900,000
Value Engineering		$ 1,000,000	$ 1,000,000
Independent Technical Reviews and Input		$ 800,000	$ 800,000
Total	**$3,505,000**	**$86,495,000**	**$90,000,000**

Source: SFPUC

Billing Rates

According to SFPUC staff, costs for the tasks noted in Exhibit 4 above are based on the estimated hours for each task and the billing rates for AECOM and their subcontractors, which range from $107.65 to $300 per hour. Under the proposed PRO.0179 contract and detailed in an addendum to the RFP, the maximum billing rate for key/lead staff and any Technical Advisory Panel members is $300/hour, for all other staff the maximum billing rate is $270/hour. The average hourly billing rate for AECOM and their subcontractors is $250.17. Under the proposed agreement, the contractor will only be allowed to escalate its 2022 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. Under the proposed contract and detailed in an addendum to the RFP, the Effective Overhead and Profit Rate (EOPR) for the proposed contract is 3.1997.[5]

Under the proposed contract, the following items will be eligible for reimbursement as Other Direct Costs ODCs: travel, specialty printing, task-related permit fees, expedited courier services, and task-specific safety equipment.

Impact on Ratepayers

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

Industry Average

According to the Office of the Controller's audit of the existing contract, "an industry study led by the Construction Management Association of America in 2014, found that the proportion of CS-165 consultant fees to SSIP program costs was lower than industry averages, which were an approximate average of 5.6 percent of a capital improvement program's total budget." The proposed contract is 1.8% of the Wastewater Enterprise's 10-year capital plan. SFPUC staff state that the proposed contract amount is also under this industry average, likely due to the programs primarily being managed and delivered by City staff and supplemented by the contractor when needed for times during high demand or specialist expertise.

[5] The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

POLICY CONSIDERATION

Performance Monitoring

As previously mentioned, the most recent performance evaluation for the existing AECOM SSIP management contract was 2018. Similarly, in our report on the Wastewater Enterprise's design contract for the Biosolids Digester Facility (22-0791), we noted that staff had not evaluated contractor performance since 2016, but began doing so at the recommendation of the Budget & Legislative Analyst. The lack of annual contractor performance evaluations appears to be a division-wide phenomenon for the Wastewater Enterprise. We recommend the Wastewater Enterprise evaluate this proposed contract as well as all of their contractors' performance annually, as required by PUC policy.

In addition, the proposed contract does not define specific performance measures, performance evaluations, or reporting requirements but states that "SFPUC may or may not, at its sole discretion, conduct evaluations of contractor's performance." However, SFPUC staff state that annual evaluations, as recommended by the Controller's audit, will be required and that relevant SFPUC Infrastructure Division reporting procedures will be evaluated and updated to clarify reporting requirements and frequency.

We recommend that PUC update the proposed contract to state that the contractor will be subject to annual performance evaluations, consistent with the Department's Infrastructure Construction Management Procedures.

RECOMMENDATIONS

1. Request PUC update the proposed contract to state that the contractor will be subject to annual performance evaluations.
2. Approve the proposed resolution.

May 24, 2023

File No. 230475, Wastewater Capital Plan Delivery - Program Management Consultant ($90M, 10yrs)

Stephen Robinson, Assistant General Manager of Infrastructure

Presented to the Budget and Finance Committee

Our Combined Sewer System

49 Square Miles in SF
860,000+ SF Population
3 Treatment Facilities
1,000+ Miles of Pipes
40 Billion Gallons Treated/Year

Avg. DWF: 70mgd
Total Wet Weather Capacity: 575mgd

North Point Wet Weather Facility

Avg. DWF: 0mgd
Wet Weather Cap.: 150mgd

Oceanside Treatment Plant

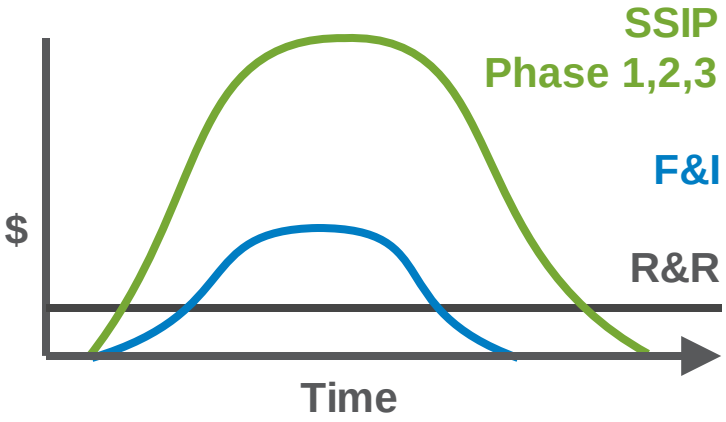
Avg. DWF: 12mgd
Wet Weather Cap.: 175mgd

Southeast Treatment Plant

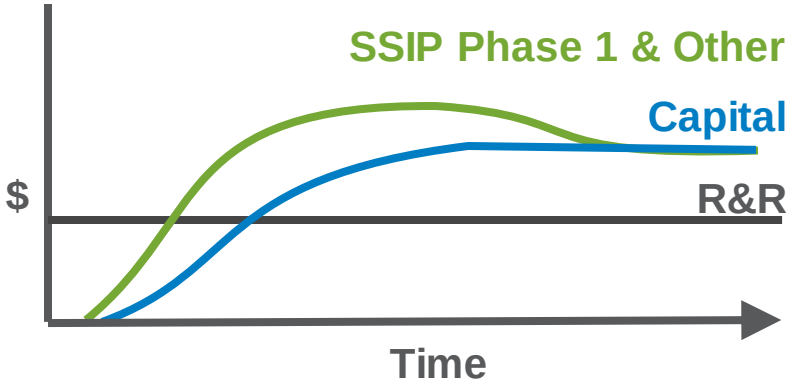
Avg. DWF: 58mgd
Wet Weather Cap.: 250mgd

Move from a one-time large investment to a more sustainable strategic capital planning approach

One-time large investment (previous)



Adaptive Management (moving forward)



Sewer System Improvement Program (SSIP) Facilities & Infrastructure (F&I) Renewal and Replacement (R&R)

WWE Capital Improvement Plan Progression

Goals and Levels of Service

Refined

SSIP Program Baseline

2010 2012 2014 2016 2018 2020 2022 2024 2026 2028 2030 2032 2034

CS-165 (2011-2026)

Program Management Consultant

PRO-0179 (2023-2033)

PRO.0179 Scope of Services

CS-165

- Program Planning and Administration
- Program Delivery
- Project Technical Support
- ~~Program Controls~~
- ~~Pre-Construction Management and Planning~~
- Strategic Capital Planning

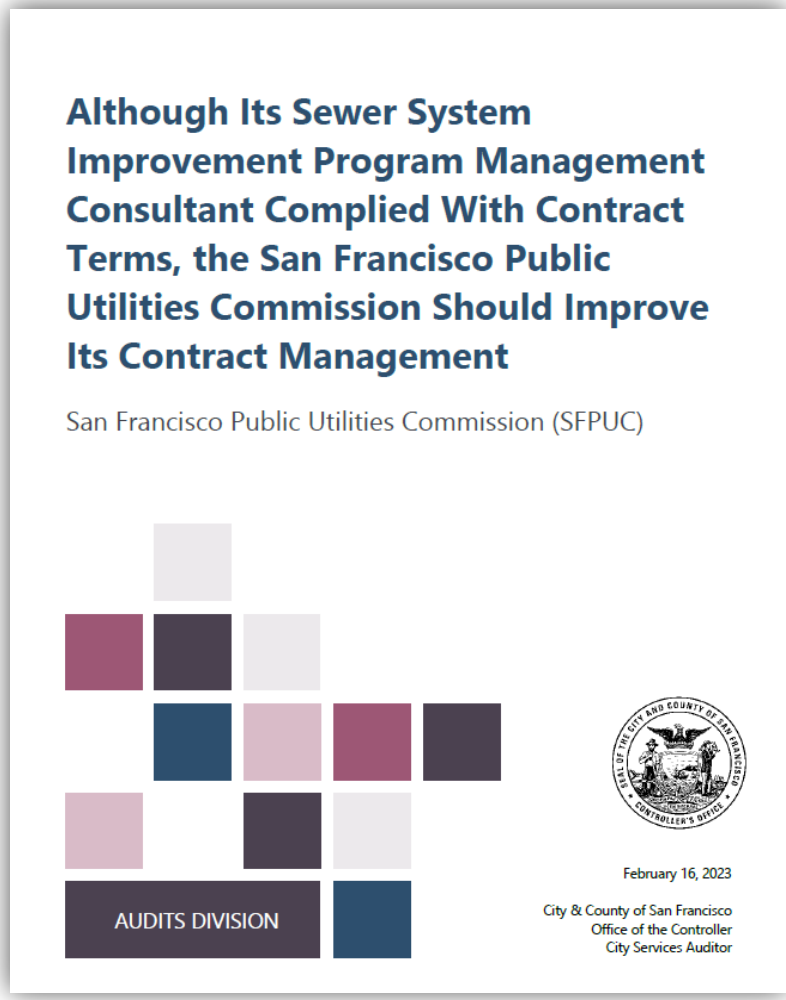
PRO.0179

CS-165 Audit 2022-23

Chapter 1: Although the Consultant Complied with Contract Terms, SFPUC Contract Management Needs Improvement

Chapter 2: SFPUC Envisioned the Contract Would Provide PMC Services for 15 Years, but Inadequate Planning Caused Funds to Be Exhausted Years Earlier Than Anticipated

Chapter 3: SFPUC Needs to Improve Several Aspects of Its CS-165 Task Order Administration



PRO.0179 Request for Proposals (RFP)

RFP Schedule	Date
Advertisement of RFP	June 30, 2022
Proposals Submitted	August 31, 2022
Oral Interviews	January 19, 2022
Posting of Proposer Ranking	January 23, 2023
Public Utilities Commission Authorization	April 11, 2023
Board of Supervisor's Approval	Estimated June 2023
Notice of Award of Agreement	Estimated July 2023

PRO.0179 Proposal Submission Evaluation

- Initial Screening: SFPUC and CMD reviewed for responsiveness
- Technical panel scored the written proposals and oral interview
- 3 proposals continued on for oral interview
- Voluntary submittals: Diversity, Equity, and Inclusion (DEI) and Social Impact Partnership (SIP)
- SIP panel scored any voluntary SIP Commitments

Technical Written Proposal	645
Oral Interview	350
DEI Submittal	5
TOTAL	**1000**
SIP Submittal – Potential Bonus Points	50
TOTAL with SIP Bonus Points	**1050**

Request

Recommend that the full board approve contract no. PRO.0179, Wastewater Capital Plan Delivery - Program Management Consultant to **AECOM Technical Services, Inc**., to provide program management consulting services to replace the existing contract that is nearing capacity, for an amount not-to-exceed $90,000,000, and with a duration of 10 years.

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

Agreement between the City and County of San Francisco and

AECOM Technical Services, Inc.
PRO.0179
Wastewater Capital Plan Delivery - Program Management Consultant

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco ("City"), State of California, by and between AECOM Technical Services, Inc. (AECOM), 150 California Street, Suite 200, San Francisco, CA 94111 ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department," or "SFPUC") wishes to procure the services of a contractor to assist with programmatic consultant services - in support of the ten (10) year wastewater capital plan delivery from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to the PRO.0179 Request for Proposals; and

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

WHEREAS, approval for the Agreement was obtained on March 6, 2023 from the Civil Service Commission under PSC number 40282 – 22/23 in the amount of $90,000,000 for the period of ten (10) years and two (2) days;

WHEREAS, the City's San Francisco Public Utilities Commission approved this Agreement by Resolution Number 23-0077 on April 11, 2023; and

WHEREAS, the San Francisco Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

DRAFT

The following definitions apply to this Agreement:

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

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

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

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

1.5 "Contractor" or "Consultant" means AECOM Technical Services, Inc. (AECOM), 150 California Street, Suite 200, San Francisco, CA 94111.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement is ten (10) years. The term shall commence on the Effective Date and expire ten (10) years later, unless earlier terminated as otherwise provided herein.

DRAFT

2.2 The City has the option to renew the Agreement for a period of five (5) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Ninety Million Dollars **($90,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

DRAFT

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

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

3.3.2 **Getting paid by the City for Services.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

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

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

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

DRAFT

Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

3.3.5 **Payment Terms.**

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

(b) **Reserved (Payment Discount Terms).**

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

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

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this

DRAFT

Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

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

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

3.6.4 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where services covered by Chapter 6.22 are to be performed**.**

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

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

DRAFT

3.6.7 **Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 **Apprentices.**

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

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

DRAFT

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

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

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

Article 4 Services and Resources

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

4.2 **Personnel**

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

4.3 **Subcontracting.**

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

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

DRAFT

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

4.4.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City.

DRAFT

Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

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

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than $10,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

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

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

DRAFT

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 **Waiver of Subrogation Endorsements**

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

5.1.4 **Primary Insurance Endorsements**

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

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 **Other Insurance Requirements**

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

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

DRAFT

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

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

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

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

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

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

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

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

DRAFT

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

DRAFT

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

DRAFT

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

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

8.2 **Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this

DRAFT

Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services		9.1	Ownership of Results
			9.2	Works for Hire
3.4	Audit and Inspection of Records		11.6	Dispute Resolution Procedure
3.5	Submitting False Claims		11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this

DRAFT

Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which

DRAFT

prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

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

10.5 **Nondiscrimination Requirements.**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20.25% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information

DRAFT

about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

DRAFT

by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 **Reserved. (Slavery Era Disclosure).**

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 **Reserved. (Distribution of Beverages and Water).**

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

10.19 **Reserved. (Preservative Treated Wood Products).**

Article 11 General Provisions

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

To City: <name>
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

DRAFT

<contact email>

To Contractor: Derrick Wong
AECOM Technical Services, Inc.
150 California Street, Suite 200
San Francisco, CA 94111
derrick.wong@aecom.com

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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

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

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

11.6 **Dispute Resolution Procedure.**

11.6.1 **Reserved. (Negotiation; Alternative Dispute Resolution)**

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

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

DRAFT

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated August 31, 2022. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

Article 12 Department Specific Terms

DRAFT

12.1 **Reserved.**

Article 13 Data and Security

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

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

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

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

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

13.4 **Management of City Data and Confidential Information**

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

13.4.2 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or

DRAFT

purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

Article 14 MacBride And Signature

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

DRAFT

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

CITY

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

CONTRACTOR

AECOM Technical Services, Inc.

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

City Supplier Number: 0000003425

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

DRAFT

Appendix A
Scope of Services

1. **Description of Services.** Contractor agrees to perform the following Services:
   Task 1: Program Administration
   Task 2: Strategic Capital Planning
   Task 3: Program Delivery
   Task 4: Project Technical Support

San Francisco City staff with relevant experience, including SFPW will be given the first offer to provide services under this contract where SFPUC determines that the work cannot be performed by SFPUC staff, prior to requesting support. The first offer to provide services is contingent upon SFPW's ability to deliver the services to SFPUC which meet SFPUC standards for quality, schedule, and budget.
Work on subtasks listed as 'optional' shall not be initiated without prior authorization from Department staff.

Task 1 – Program Administration
Following the Notice to Proceed the Program Management Consultant (PMC) will work with the Program Director to determine what staff (if any) would be co-located in SFPUC office space.

SUBTASK 1.1 Program Contract Management

The PMC Contract Manager will track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. Task participation, work scope development, and hours (by individual) must also be tracked. The PMC Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract reports and securing required resources.
The PMC Contract Manager will be responsible for the QA/QC of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and ODC requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate. Questions or errors in the invoices will be promptly addressed prior to receipt by the PMC Contract Manager and the SFPUC.

SUBTASK 1.2 Program Management Plan

As applicable immediately after the Notice of Contract Award **(**NCA), the CIP Program Management Consultant (PMC) shall develop an approach for transition of responsibility in collaboration with the incumbent SSIP PMC;
The Program Director and SFPUC staff will work with the PMC to develop a Program Management Plan (PMP) for the contract. The PMP will include all information that is relevant to the CIP and as a guide, a preliminary list of the PMP sections is outlined below. Note that this list is a *draft*, and the final sequence, sections, and content will be determined by the Program Director, and the PMC at a later date.

DRAFT

The PMP will be maintained and updated annually by the PMC throughout the ten-year contract duration, and will be subject to SFPUC review. The PMC will modify the PMP based on changes to the CIP, SFPUC or City policy requirements, or other modifications. The PMP will be the overarching roadmap for PMC working on the CIP.

1. *CIP Overview*
2. *CIP Scope*
3. *List of Projects*
4. *Organization Overview*
5. *Staffing Plan*
6. *Internal Communications Plan*
7. *Public Involvement Program and Communications Plan*
8. *Program Implementation Procedures*
9. *Program Controls*
10. *Program Financial and Performance Audits*
11. *Budget Process*
12. *Revenue Bond Oversight Committee (RBOC)*
13. *Project Implementation Plans*
14. *Project Planning/Process Engineering*
15. *Quality Management*
16. *Environmental Approvals*
17. *Permit Support*
18. *Technical Agency Coordination*
19. *Engineering Design Development*
20. *Contracting Strategy (City Requirements and Procurement Plan)*
21. *Administration*
22. *Operations and Maintenance Representatives Involvement*
23. *Operational Strategy*
24. *Right-of-Way/Easements/Property Acquisition*
25. *Risk Management*
26. *Change Management and Control*
27. *Asset Management*
28. *Sustainability Strategies*

DRAFT

29. *Program Review, Optimization and Validation*
30. *Integration of Software Systems*
31. *Health, Safety and Security*
32. *Arts Commission*
33. *Work Force Development*
34. *Legislative Requirements*
35. *CMD Compliance*
36. *Other sections will be developed as needed.*

SUBTASK 1.3 Document Management

The PMC will assist the Program Director and Program Management staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), and coordinate with SFPUC/Infrastructure to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee and ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all critical hard copies. Documentation indexes will be organized, and each document shall be assigned a tracking number.

SUBTASK 1.4 Quality Management

The PMC will update and refine the existing SSIP Quality Management Plan defining quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC shall follow to provide high-quality deliverables for all phases of project delivery. The PMC shall perform Quality Assurance (QA) services on their deliverables and will document the reviews performed as per procedures using appropriate quality control (QC) checklists. The Quality Management Plan shall outline all independent reviews required, checklists used for the reviews, and specifying milestones regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and WWE.

Task 2 – Strategic Capital Planning

The PMC shall support the SFPUC staff in the following sub-tasks for Strategic Capital Planning.

SUBTASK 2.1 Program Review

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

- Review current CIP goals, levels of service, and desired outcomes.
- Review current capital programs to assure that all projects and programs are identified, and meeting desired outcomes, are scoped, budgeted, sequenced, and that achievable schedules have been developed.

DRAFT

- Align and/or update the capital programs with SFPUC's 10-year Capital Improvement Plan as it evolves.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet defined goals and objectives.
- Identify permitting requirements for all projects.
- Recommend improvements to the planning and execution of the current CIP, identify conflicts or synergies between projects and programs, facilitate more effective delivery of individual projects, efficient use of resources, and effective coordination between projects and operation (current and anticipated) of the wastewater system.

Recommend updates to the CIP, based on identified needs for capital improvement of the wastewater system, including new projects into the CIP.

SUBTASK 2.2 Long-Range Capital Planning

The PMC shall review and support the refinement of WWE's framework for long-range capital planning with confirmation of current program drivers and long-term levels of service and goals. As part of this framework, the PMC shall consider future/evolving drivers, including financial affordability, staffing resources, environmental impacts, climate change, new regulatory requirements (e.g., nutrients), system automation, multi-city-agency opportunities, etc., to develop the capital planning framework. The projects identified from the review of the current CIP shall be incorporated into the long-range capital planning framework.
Using this planning framework, the PMC will identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to asset risk (likelihood x consequence of failure), hydraulic adequacy, maintenance history, financial affordability, etc.
The PMC will develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the CIP shall be made bi-annually in subtask 2.3 as part of the SFPUC's budget process in close coordination with WWE and the Infrastructure Division.

SUBTASK 2.3 Adaptive Management Process

The long-range capital planning framework will be a living document and a guideline for a continuous adaptive management process. The planning framework will be updated as needed to reflect changes in the current and future drivers. New drivers shall be added to the framework as changes to the climate, environment, regulations, and internal workforce etc., continue to evolve. The adaptive management process will continue to prioritize the projects and programs over a 2-year, 10-year, and 20-year timeframe during each bi-annual 2-year budget and 10-year capital planning process. The project scope and definitions will be continuously refined and optimized during each update. The adaptive management process will be collaborative with WWE and Infrastructure Division's staffing and resource planning.

DRAFT

SUBTASK 2.4 Asset Management Integration

The PMC will assist the WWE with refinement and ongoing integration of the WWE Asset Management practices and Wastewater Design Standards into the CIP to streamline the Prioritization, Design, Construction, Onboarding, Start-up, and long-term Operational phases. The PMC will assist the WWE with ongoing condition assessment efforts for various asset classes, infrastructure, facilities, and equipment. The PMC will assist WWE with a criticality analysis to prioritize capital improvements and resource allocations. The PMC will review the work that the WWE has performed for the collection system when developing the protocol for treatment facilities. The PMC will support the WWE to ensure that new assets, as-builts, spare part requirements, standard operating procedures, and operations and maintenance requirements are documented.

SUBTASK 2.5 Triple Bottom Line

The PMC will review the existing Triple Bottom Line (TBL) process and evaluation tool and either refine the existing tool or identify a different tool to meet the SFPUC's goal of evaluating the economic, environmental, and social benefits of a project during the planning and design phases. The PMC will identify the software license and long-term maintenance support required for the recommended TBL evaluation tool.

The PMC will support SFPUC staff in the use of the TBL process and utilize the TBL tool(s) for all major collection system and treatment facility projects in the CIP. Treatment plant processes, including but not limited to selection of digestion processes, future treatment technologies, large-scale projects for stormwater management, climate change adaptation and mitigation measures, etc.

If a new TBL tool is developed, the PMC will draft guidelines and include training materials and documentation for SFPUC staff to take eventual ownership of the tool. The TBL tool guidelines shall be prescriptive enough for SFPUC staff to use independently. The guidelines will describe the inputs for capital and operational costs, quantifiable benefits (carbon footprint, reduced energy, potable water savings, etc.), and other non-quantifiable environmental and social benefits for each project. The TBL tool shall be able to weigh the benefits and compare projects easily.

The PMC will support the SFPUC in communicating with internal and external stakeholders on how the environmental, social (including racial justice), and economic factors go into the project or program decision-making process.

SUBTASK 2.6 Operational Permit Support

The PMC will support the WWE Regulatory staff to provide regulatory compliance and permitting support for the CIP specific to wastewater, air, and biosolids. Support includes but is not limited to meetings and negotiations with the State Water Resources Control Board, Regional Water Quality Control Board, Bay Area Air Quality Management District, Bay Conservation and Development Commission (BCDC), California Coastal Commission, United States Environmental Protection Agency, and other local, state, or federal agencies.

DRAFT

The PMC will review and provide comments on draft regulatory documents and permits, such as TMDLs and NPDES permits, including permit renewals and reporting requirements.

The PMC will assist the SFPUC with reviewing proposed legislation and preparation of fact sheets, letters, or testimonies. The PMC staff will attend meetings as requested with SFPUC's legal counsel and/or regulatory agencies to support negotiations.

The PMC will support the SFPUC as required to prepare documentation regarding the CIP for submittal to the regulatory agencies. Negotiations of workarounds and facility shutdowns during construction will be coordinated with regulatory agencies.

The PMC will assist the SFPUC with evaluating the anticipated effectiveness of the stormwater management programs, combined sewer discharge reduction projects, water quality improvement concepts, and other issues that will benefit "Waters of the State".
The PMC shall support the SFPUC in preparation for any grant applications and required monitoring and reporting for projects funded by State Bonds (e.g. Prop 1E).

Task 3 – Program Delivery

SUBTASK 3.1 Program Safety

Working with the WWE Safety Manager and SFPUC Health and Safety Program Director, the PMC will evaluate Health and Safety Plans for the CIP and support any refinements needed together with any appropriate training/compliance reporting. In addition, the following shall be addressed:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training on accident prevention methods and the elimination of unsafe acts and working conditions.
- Be familiar with relevant safety and health legislation that affects the types of Construction work being carried out.
- Review contractors' proposed methods and safeguards for conformance with special provisions, standards, laws, etc.
- Work with contractors to familiarize them with applicable safety standards, ordinances, laws, and practices.

Review safety documents including, but not limited to, safety manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

DRAFT

SUBTASK 3.2 Risk Management

PMC will support the development and implementation of a risk management plan to manage Program risks. PMC will review and refine program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC will identify program risks and develop mitigation strategies.
Develop, review and/or refine Program and project level risk management plans for the preparation and maintenance of a risk register for the Program, identifying all programmatic and project-related risks (e.g., schedule, cost, escalation, market conditions) associated with the Program, the mitigating strategies, the likelihood of failure, and cost of each level of risk. Develop and implement the process and tools for the identification of program and project risks and opportunities. Each project will be evaluated for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.). A risk register will be developed for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation.

SUBTASK 3.3 Facilities Integration Plan

The PMC will assist in preparing a Facilities Integration Plan for the CIP. The Facilities Integration Plan will detail the physical and operational modifications for the existing and future system represented by the CIP. The Facilities Integration Plan must include phasing of work that involves other Enterprises (energy, cogeneration) and supporting Memoranda of Understandings. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging areas (acquisition, renting or other), equipment or spare parts storage, and staff and resource availability.

SUBTASK 3.4 Project Labor Agreement Support

The SFPUC has a Project Labor Agreement that applies to the construction work in the Sewer System Improvement Program and the Wastewater Enterprise Capital Improvement Program (sfpuc.org/pla). The PMC will assist with regard to the Project Labor Agreement as directed by the SFPUC. Further, the PMC will provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

SUBTASK 3.5 Environmental Justice and Diversity, Equity and Inclusion Support

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

DRAFT

SUBTASK 3.6 Quality Control (Planning and Design)

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases. The PMC will prepare a quality management plan outlining all independent reviews required and specifying milestones regarding when the reviews will occur. The PMC will provide quality control (QC) services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services will include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services. The PMC will provide technical specialists with a diverse range of expertise, including but not limited to pump stations, large sewer and tunnel construction, geotechnical, hydraulic, treatment plant projects, cost estimators, green infrastructure, etc.

SUBTASK 3.7 Communications and Reporting Support

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

The PMC Communications activities, deliverables and support will include, but not be limited to the following:

- Key messaging and frequently asked questions
- Informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Videos
- Website content
- Graphics, such as maps, figures, infographics, and other visual communication tools
- Presentations and associated talking points
- Media press releases and press kits
- Surveys
- Tracking/activity reports for all outreach and engagement activities

Industry articles and award submittals

SUBTASK 3.8 Cost Estimating

Under the direction of the Program Director, the PMC will review and refine cost estimating standards to be used for all CIP Projects. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various private entities. The PMC will develop guidelines for: calculation of escalation, incorporation of market factors, and use of contingencies at various phases and milestones.

DRAFT

The PMC will provide a Lead Cost Estimator for the Program. The PMC is responsible for preparation of a preliminary cost estimate for each project. However, the Project Team Engineer of Record is responsible for the estimate during Design. During the Design Phase, the PMC will be asked to provide quality assurance and cost estimate review.

The PMC will assist the SFPUC with the development of Planning-level project cost estimates for each project. The PMC will work with the Program Director, the Senior Project Managers, and the Engineering and Operations staff during this phase of work to determine the anticipated scope of work and level of effort for each project. Each project will be evaluated for escalation, and other risks. Linkages to other projects, sequencing, and operating permit restrictions will also be considered.

The PMC will provide cost estimating support for capital improvement projects throughout their development. They will also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

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

The PMC is responsible for developing project life cycle and program cost estimates during the Planning and Conceptual Engineering phases of project development. The Life Cycle Costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information. The PMC will be requested to update the Life Cycle Cost estimates when the project is at 95% Design. The PMC will refine the format for the presentation of Life Cycle Cost Information that is acceptable for inclusion in annual budget discussions, and provide data to the Project Management Bureau (PMB) and Program Controls. The PMC will develop Life Cycle Costs graphics to be presented to the Commission and the public.

SUBTASK 3.9 Change Management

The PMB, assisted by the PMC, is responsible for developing and implementing Cost Control Procedures, including Cost Control Processes, Change Order, Change Management, and Trend Analysis.

Task 4 – Project Technical Support

SUBTASK 4.1 Needs Assessment Support

The SFPUC staff will lead the development of the Needs Assessment subphase for selected projects based on the capital planning process and schedule. The Needs Assessment Subphase may include the development of preliminary project scope, including data collection and analysis, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

DRAFT

SUBTASK 4.2 Project Alternatives Analysis Support

The SFPUC staff will lead the development of project alternative analysis and conceptual engineering, including up to 10% design based on the needs assessment subphase. The PMC may support the SFPUC staff with the development of alternative analysis, including defining alternatives, comparison of alternatives to goals, LOS and objectives, development of construction costs and schedule estimates, utilizing the triple bottom line (TBL), drafting and/or reviewing alternative analysis reports, figures and presentations.

The PMC may support the SFPUC staff with the development of conceptual engineering reports, including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

SUBTASK 4.3 Seismic Evaluation/Standards

The PMC will support Infrastructure's Engineering Management Bureau (EMB) and WWE in evaluating the asset-specific seismic risks and consequences using data, models, and other available tools. The PMC will support the development or refinement of collection system and treatment facility asset type specific levels of service, seismic evaluation processes, and seismic design standards. The seismic design standards will be incorporated into the CIP design standards.

SUBTASK 4.4 Hydraulic Modeling & Systems Engineering

The PMC will provide specialized modeling expertise in the following areas:

- Hydraulic Modeling: Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, collection system odor models, etc., to evaluate the existing/proposed collection system sewer or structure for potential hydraulic issues including hydraulic surge, scouring, air flows, ventilation needs, etc. Recommend operational or design modifications to address hydraulic issues in the sewer or structure. Utilize appropriate numerical models for dilution studies for deep outfalls.

- Physical Models: Utilize and collaborate with certified hydraulic laboratories to develop physical model(s) to simulate collection system hydraulics and identify hydraulic issues in the existing/proposed sewer or structure. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with SFPUC staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.

- Receiving Water Quality Modeling: Identify and compare current numerical tools used in the industry for receiving water quality modeling and predictive/forecasting tools for receiving water quality impacts. Improve the existing receiving water quality modeling tools as necessary to meet SFPUC's needs. Develop approaches for forecasting receiving water quality impacts based on the system operations.

DRAFT

- Treatment Plant Modeling and Optimization: Evaluate and utilize numerical tools, including air dispersion models to identify opportunities to optimize the current treatment plant processes at the three treatment facilities and quantify optimization benefits. Collaborate with SFPUC staff and industry experts on development and implementation of the optimization tools.

- Collection System Optimization: Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current collection system maintenance and quantify optimization benefits, such as supporting targeted cleaning. Support on maintaining or improving the existing tools used for operational decision support for the collection system.

SUBTASK 4.5 Hydrologic and Hydraulic Model Refinement and Modeling Support (OPTIONAL)

This task is optional. Work on this task shall not be initiated without prior authorization from the Program Director. Note that the Agreement value specified for this project includes specific budget allowances for the optional tasks, as noted below.
The SFPUC's collection system hydrologic and hydraulic model represents 99% of the combined sewer system and was fully calibrated in 2011-2013 using observed data collected from flow meters in the sewers, pump stations, and treatment facilities. The PMC may be asked to support physical monitoring in the Sewer System to collect additional monitoring data, which may be used for future calibration, validation of the model for citywide or focused areas. The PMC may be asked to support the SFPUC with monitoring, analyzing, and entering information into the model. The PMC may be asked to support SFPUC and SFPW staff (as required and integrated with City staff) to utilize the model for program or project-specific planning and evaluation studies.

SUBTASK 4.6 Watershed Assessments

The PMC will assist SFPUC planning staff to refine and update the previously completed Bayside and Westside Urban Watershed Assessment (UWA) studies and continue to evaluate and update, as necessary. For all eight watersheds, the UWA update will include geography, topography, land-use development, historical creeks, surface drainage issues, climate-change driven hydrology, system hydraulics, existing green space, opportunities for groundwater recharge, water quality benefits, opportunities on private and SFPUC property and in the right-of-way.

The revised UWA deliverables will include updated maps, watershed challenges and opportunities that can be prioritized during the planning of other collection system, and treatment facility projects to identify co-benefits with other projects. The revised UWA will identify and prioritize green infrastructure, low-impact designs, surface, and sub-surface detention basins, creek daylighting, large nature-based solutions for floodable spaces, building retrofits, land-use changes, and other innovative stormwater management technologies for citywide flood and climate resilience.

DRAFT

The revised UWA will also identify new policies, innovative programs, innovative financing and funding strategies, and potential partnerships with other City agencies, the design and development community, philanthropic and third-party partners to improve stormwater management and flood resilience within the eight watersheds.

The PMC will support SFPUC staff in developing an equitable engagement strategy, including focus groups, research on community needs, public meetings, workshops, and messaging for the early identification and development of project opportunities identified in the revised UWA.

The PMC will support SFPUC staff in taking their city-wide stormwater strategy and creating a public-facing plan explaining the programs, policies, and projects. The document will include long-term goals, recommended nearer-term projects, performance, cost benefits, and ultimate expected performance of the watershed.

The PMC will support SFPUC staff in updating cost and performance thresholds for green infrastructure and articulate their relationship to other overarching WWE goals, including rate and volume reduction targets.

SUBTASK 4.7 Evaluation of Climate Change Drivers to the System and Revisions to Adaptation Plans

The PMC will support the City in evaluating the changes to climate factors, including precipitation, groundwater, sea-level rise and storm surges, and their impacts to the wastewater infrastructure. The major sub-tasks under this task include but are not limited to:

- Analysis and review of the SFPUC's design storm and design boundary conditions (i.e., tide) assumptions to be updated every five years.
- Utilize latest science to evaluate changes in the precipitation patterns and develop future design storms for a range of different global warming scenarios.
- Utilize data and models to evaluate the change in groundwater levels for a range of different global warming scenarios.
- Support the SFPUC in continuously evaluating the impacts to the wastewater collection and treatment systems, in San Francisco and including Treasure Island, due to changing precipitation patterns, changing groundwater levels, rising sea levels, and storm surge events.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc.,, review design criterion and guidelines for the planning and designing the future WWE facilities. Continue to support the SFPUC staff with adaptive management of the wastewater infrastructure facilities.
- Review and regularly update Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, WWE Sea Level Rise Design Guide, WWE Sea Level Rise Checklist as requested by City staff.
- Provide technical expertise/research on adaptation and mitigation plans prepared by other large coastal wastewater utilities for treatment facilities and collection system, long-term financing, and planning activities developed by other agencies.

DRAFT

- Support the City in evaluating the need for a Joint Benefits Authority (JBA) to plan and design citywide resilience programs or projects. Support SFPUC staff in developing pilot programs for JBA, including presentations to executive management, planning, and scoping the JBA.

Support City staff in submitting grant applications that will fund the planning, design, or construction of Citywide flood or climate resilience projects.

SUBTASK 4.8 Design Standards Review and Recommendation

The PMC will support the SFPUC staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all wastewater assets.

CIP Design Standards will include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting and controls standards, odor control/air change standards, and/or material standards.

The PMC will support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards. The PMC will provide subject matter technical experts with experience in water and wastewater utilities.

The PMC will support SFPUC staff to update or develop new design standards, guidelines, and specifications for green infrastructure and low-impact design projects or programs. Existing SFPW and SFPUC design standards will be reviewed and updated.

The PMC will support SFPUC staff to update or develop new design standards for WWE communications (duct banks/fiber optics, radio, and servers), security, and wireless data acquisition and processing.

The PMC will support SFPUC staff in reviewing and revising the existing Division 1 specifications used in WWE capital improvement contracts for issues that are unique to WWE to ensure they are clear, including permit and operating restrictions, seasonal (dry vs. wet) requirements for treatment and collection system facilities, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. The PMC will support SFPUC staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to WWE are included as appropriate.

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

DRAFT

SUBTASK 4.9 Technology Transfer and Training

The PMC will work with SFPUC's WWE Technical Training and Education Center (WWETEC) and WWE senior staff to identify knowledge gaps associated with the implementation of CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include low- impact design, asset management, specialized hydraulic modeling, pump station upgrades, program controls, program management or other project areas that could be designed by the SFPUC.

SUBTASK 4.10 Condition Assessment Support

Baseline condition assessments will be required for the majority of wastewater asset classes to assess their current condition and remaining lifespan. This will provide information to inform the prioritization and validation (scope, schedule, sequence of elements, and cost) of capital projects. The PMC will coordinate condition assessments with WWE staff and document the investigation to establish the condition of each major asset in accordance with Tactical Asset Management Plans (TAMPs) developed by asset class. Each process and function will be evaluated based on its ability to meet current and future performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation, and controls capabilities. A complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards will be developed. Asset condition data from the assessments will be documented in WWE's database of record for asset data (Maximo). The condition assessments (desktop and field) will be conducted in coordination with WWE, San Francisco Public Works as appropriate, SFPUC Project Managers, and other SFPUC staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific CIP projects. All condition assessments will utilize SFPUC data, if available provide details on deficiencies, remaining lifespan, capital cost and prioritization.

SUBTASK 4.11 Emerging Technologies Review and Utility Expertise

The PMC will support the SFPUC in investigating new technologies being considered for inclusion in CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. The PMC will assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC will provide information on the application and performance at other Wastewater agencies. The PMC shall develop anticipated capital and operations and maintenance costs for new technologies being considered. The PMC will be required to develop white papers that detail what the technology is, where it is being used, the level of maturity of the technology, the pros and cons, and the risks and mitigation strategies necessary to enable the technology to be utilized by the WWE. The white papers will include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

DRAFT

SUBTASK 4.12 Value Engineering

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

SUBTASK 4.13 Independent Technical Reviews and Input

The PMC will review the CIP planning and design documents for clarity, consistency, and constructability. The PMC will recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC will provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, treatment, energy, pump stations, trenchless gravity sewer pipelines construction, tunneling, geotechnical, green infrastructure, biosolids, or other topics related to the CIP. The independent experts and/or TAP qualifications will be evaluated by the Program Director or designees.

SUBTASK 4.14 Building Information Modeling and Asset Digitization

The PMC will support delivery of the CIP by providing Building Information Modeling (BIM) services to Infrastructure and WWE. Digitization of WW facilities is an ongoing effort as part of the WWE asset management approach to support planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC will support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

Task 5—SOCIAL IMPACT PARTNERSHIP (SIP)

1) ***Terms and Conditions***

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

b. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under this Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. The

DRAFT

Contractor shall fund the SIP Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the SIP Commitments. The provision of SIP Commitments does not entitle the Contractor to additional work beyond the services specified within the Agreement.

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

d. The Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of Work on the Project. If the SIP Program Team determines that Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, the SFPUC may withhold from subsequent payments owed to Contractor for its Work on the Project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Proposer's Project Work.

e. During the term of the contract, if the Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, City may deem Contractor in material breach of contract. The City's remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (A) revoke non-compliant Contractor's eligibility for Social Impact Commitment Bonus on future Covered Contracts; (B) assess liquidated damages; (C) withhold progress payments; (D) withhold release of retention; and/or (E) suspend or terminate the Covered Contract.

f. If the Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to Contractor for performance of its Work, which amount SFPUC may reasonably determine in its sole discretion. If the SFPUC imposes actual or liquidated damages as a remedy against a Contractor for non-compliance, the Controller shall withhold the damages assessed until such time as either the Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original Social

DRAFT

Impact Commitments and by the process set forth in the SFPUC Social Impact Partnership Rules and Regulations.

g. If the Contractor fails to perform any of its SIP Commitments, the Contractor shall be liable for liquidated damages on this Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined by the SFPUC in its sole discretion.

h. In the event that fulfillment of Social Impact Commitments becomes impossible or impracticable, the Contractor may request a modification to its Social Impact Commitments by documenting the impossibility or impracticability of proceeding with its existing Social Impact Commitments and proposing one or more alternatives subject to review and approval by the SFPUC as provided in the Covered Contract.

i. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

j. The Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the Social Impact Partnership Program provisions of its Covered Contract or S.F Administrative Code Chapter 21F.

2) *Project Team*

Derrick Wong shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Alyssa Gomez, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

3) *Social Impact Partnership Commitments*

Contractor shall provide $900,000.00 in direct financial contributions, $0 in volunteer hours. Contractor commits to a minimum total contribution of $900,000.00 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

DRAFT

Social Impact Partnership Commitments Table

Social Impact Partnership Category	Strategies and Expected Outcomes	Timetable & Duration	(A) Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate	(D) Total Value of Volunteer Hours	(E) In-Kind Contributions	(F) Total Contributions (A+D+E)
Job Exposure, Training, and Internships	Workforce development for local residents and youth at Old Skool Café focused on under-resourced communities	Start during Contract Year 1 – Contribute toward two training programs per year for 10 years	$120,000	-	-	-	-	$120,000
Education	Fund a scholarship for SFUSD graduating high school students ($12K per scholarship)	Start during Contract Year 1 – 5 annual scholarships for 10 years	$600,000	-	-	-	-	$600,000
Environment and Community Health	Provide support to MYN for environmental justice and community-centered organizations in San Francisco that focus on youth and climate resilience	Start during Contract Year 1 – Contribute $18,000 to support climate resilience programming for 10 years	$180,000	-	-	-	-	$180,000
Total								**$900,000**

DRAFT

4) ***Accountability and Deliverables***

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

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

a) Social Impact Partnership Plan and Timeline

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

b) Social Impact Partnership Commitments and Reporting

- Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the SIP Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.
- The Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the Contractor completes the measurable commitments during the term of the contract) to the SFPUC SIP Program team. The progress reports must identify activities and detail the quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, the Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Contractor must submit progress reports by the last business day of the month following the close of the previous three-month period.
- The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the

DRAFT

public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

- The Contractor shall also submit a stand-alone annual newsletter to the SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year .

5) ***Statements of Understanding***

Contractor acknowledges that they agree with the following statements:

- Contractor is bound by all instructions in the RFP for the SIP Submittal.
- Contractor's SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- SIP Commitments must provide support by monetary donations or services to or through Beneficiaries (as that term is defined in Administrative Code section 21F.2 as follows: "Beneficiary" means an organization that is eligible to receive a Social Impact Commitment. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity, or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.
- SIP Commitments shall not go to, nor benefit, any City department or employee.
- SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- Contractor must deliver its SIP Commitments at no cost to the SFPUC.
- Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the final Agreement.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Contractor's SIP Commitments.
- Contractor is obligated to comply with SFPUC's SIP Commitments reporting requirements.
- Contractor is obligated to comply with the Terms and Conditions set forth in this section and in the Agreement.

DRAFT

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's Social Impact Partnership Proposal dated August 31, 2022, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Social Impact Partnership Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *Contractor must submit all written Deliverables, including any copies, on recycled paper and printed on double-sided pages to the maximum extent possible.*

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

3 Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **SFPUC** will be **[insert name of contact person in department]**.

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

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

5. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the

DRAFT

decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

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

DRAFT

Appendix B
Calculation of Charges

As part of Contractor's proposal dated August 31, 2022, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

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

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

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date, of August 31, 2022. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding $300/hour for any key/lead staff and any Technical Advisory Panel members and $270/per hour, unless Program Director authorizes an increase to the rate in writing.

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

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

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

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0179 is **3.1997**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

DRAFT

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

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

- Task-specific out-of-town travel for staff other than Key/Leads as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
  - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
  - Personal vehicle use: SFPUC will pay PMC on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the PMC must subtract commuting mileage from total mileage to calculate reimbursable mileage. The PMC must submit to the City an approved mileage log and expense report with its monthly invoices.
  - Project vehicle rental/lease cost, gasoline, tolls and parking. The PMC must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor's home office to SFPUC facilities or to Moccasin when not requested by SFPUC;
- Travel for all Key/Lead Members and Other Team Members to attend in-person meetings;

DRAFT

- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

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

6. Subcontractor Fees:

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

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

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

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

Invoice Supporting Documentation:

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

DRAFT

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

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

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

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

DRAFT

FEE SCHEDULE for PUC.PRO.0179: Wastewater Capital Plan Delivery - Program Management Consultant

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate ($/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate ($/hour, *not to exceed $300/hour for key/lead staff and any Technical Advisory Panel members; and $270/hour for all other staff*)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
AECOM	Hydraulic and Hydrologic Modeling and Syst	Aditi	Shetti	$ 74.52	3.305	$246.29	55.00%	1.8178
	Electrical	Allen	Randall	$ 105.34		$270.00		
	Technical Advisory Panel - Pipeline Constru	Andy	Romer	$ 108.11		$300.00		
	Operational Permit and Regulatory Support,	Andres	Gomez Bonvecc	$ 74.52		$246.29		
	Triple Bottom Line	Annie	Deboer	$ 63.08		$208.48		
	Asset Management Support - AM Systems	Anthony	Dowell	$ 68.33		$225.85		
	Triple Bottom Line	Avinash	Srivastava	$ 91.89		$270.00		
	Program Contract Management	Beth	Minelli	$ 52.78		$174.45		
	Principal-in-Charge, Emerging Technologies	Beverley	Stinson	$ 216.35		$270.00		
	Urban Planning	Blake	Sanborn	$ 106.75		$270.00		
	Odor	Bob	Stallings	$ 103.15		$270.00		
	Technical Advisory Panel - Energy	Bob	Turley	$ 114.45		$300.00		
	Technical Advisory Panel - Alternative Deliv	Brian	Daly	$ 146.56		$300.00		
	Constructability	Chris	Bessa	$ 123.81		$270.00		
	Condition Assessment	Chris	Macey	$ 102.42		$270.00		
	Program Contract Management	Chris	Martinez	$ 49.98		$165.18		
	Sustainability/Resiliency	Claire	Bonham-Carter	$ 114.89		$270.00		
	Diversity, Equity and Inclusion (DEI) Special	Cynthia	Chemello	$ 53.25		$175.98		
	Structural	Dale	Wah	$ 99.85		$270.00		
	CFD Modeling	Danial	Braz	$ 50.90		$168.22		
	Operational Permit and Regulatory Support,	Daniel	Donahue	$ 151.14		$270.00		
	Program Management Advisor (PMA)	David	Wood	$ 151.44		$300.00		
	Asset Management Integration Specialist	Derrick	Wong	$ 106.70		$270.00		
	Hydraulics, Outfalls	Dominque	Brocard	$ 113.19		$270.00		
	Project Labor Agreement Support	Don	Hightower	$ 90.00		$270.00		
	Program Validation	Don	Walker	$ 100.04		$270.00		
	Affordability	Emily	Schwimmer	$ 57.98		$191.62		
	Geotechnical	Erik	Newman	$ 80.00		$264.40		
	Design Standards/Seismic Evaluation	Fabiola	Macias-Wallis	$ 69.04		$228.18		
	Facilities Integration Plan	Gabriel	Perigault	$ 117.79		$270.00		
	Technical Advisory Panel - Tunneling	Giuseppe	Gaspari	$ 70.44		$232.81		
	Program Quality Assurance Manager (PQAM	Grant	Davies	$ 101.67		$300.00		
	Wet Weather Treatment	Greg	Heath	$ 111.03		$270.00		
	Risk Management and Change Managemen	Gustavo	Soto-Rosa	$ 115.06		$270.00		
	Program Advisory Council	Jess	Yoder	$ 173.95		$270.00		
	Mechanical	Joe	Huang	$ 89.53		$270.00		
	Program Advisory Council	John	Kinneen	$ 140.10		$270.00		
	Sustainability/Resiliency	Justin	Vandever	$ 75.20		$248.54		
	Technical Advisory Panel - Treatment	Keith	Sears	$ 87.83		$290.28		
	Nutrients Reduction (Biowin)	Kevin	Frank	$ 62.13		$205.34		
	I&C	Kunal	Raithatha	$ 66.85		$220.94		
	Economics	Linda	Cheu	$ 88.63		$270.00		
	Collection Engineering Manager (CEM)	Luis	Leon	$ 128.08		$270.00		
	Organizational Strengthening	Mark	Whiteley	$ 145.22		$270.00		
	Asset Management Support - R&R Strategie	Marvin	McDonald	$ 58.46		$193.20		
	Condition Assessment Specialist, Task 3 - P	Nader	Gorji	$ 83.01		$270.00		
	Technology Transfer and Training Specialist	Nick	Cooper	$ 109.60		$270.00		
	Technical Advisory Panel - Pump Stations	Paul	Moulton	$ 106.69		$300.00		
	Technical Advisory Panel - Trenchless Tech	Paul	Nicholas	$ 133.20		$300.00		
	Receiving Water Quality	Rachael	Hager	$ 40.69		$134.48		
	Alternative Delivery	Rich	Distler	$ 119.02		$270.00		
	BIM Specialist	Sondra	Galbichka	$ 36.30		$119.97		
	Program Safety Manager	Shannon	Couch	$ 69.36		$229.22		
	Hydraulic and Hydrologic Modeling and Syst	Sharon	Tsay	$ 77.42		$255.88		
	Treatment	Simon	Baker	$ 85.77		$270.00		
	Value Engineering Specialist	Tammy	Dow	$ 63.58		$210.13		
	Technical Advisory Panel - Geotechnical	Ted	Feldsher	$ 108.72		$300.00		
	Technical Advisory Panel - Biosolids	Terry	Goss	$ 87.20		$288.21		
	O&M	Todd	Schwingle	$ 62.50		$206.56		
	Green Infrastructure	Tom	Sweet	$ 101.19		$270.00		
	Pump Stations	Tom	Weber	$ 98.83		$270.00		
	Civil	Tsu	Ling Peng	$ 78.76		$260.31		
	Digital Tools/Technology	Veronica	Siranosian	$ 111.67		$270.00		
	Technical Advisory Panel - Tunneling	Verya	Nasri	$ 132.25		$300.00		

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate ($/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate ($/hour, *not to exceed $300/hour for key/lead staff and any Technical Advisory Panel members; and $270/hour for all other staff*)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
	Technical Advisory Panel - Green Infrastruct	Will	Peterson	$ 59.50		$196.65		
HDR	Program Administration	Cathy	Westcott	$ 109.20	3.305	$270.00	24.00%	0.7932
	Design Standards	Guyton	Durnin	$ 73.31		$242.29		
	Nutrients Reduction	JB	Neethling	$ 148.72		$270.00		
	Program Advisory Council	Julie	Labonte	$ 179.21		$270.00		
	Process Engineering Manager (PEM)	Mallika	Ramanathan	$ 108.03		$270.00		
	Pre-Construction Technical Advisor (PCTA)	Matt	Chapman	$ 107.12		$300.00		
	Treatment	Mike	Falk	$ 109.77		$270.00		
	Asset Management Support	Michael	Flores	$ 111.50		$270.00		
	Cost Estimator	Pete	Bredehoeft	$ 93.91		$270.00		
	Development of Project Sequence	Ron	Perkins	$ 120.63		$270.00		
	Interrelationships and Shutdown Schedules	Scott	Joslyn	$ 79.25		$261.92		
	Adoptive Management/Integrated Planning	Trent	Stober	$ 125.49		$270.00		
Coord	Deputy Program Management Advisor (DPM	Vi	Lam	$ 102.16	2.850	$291.16	10.00%	0.2850
Chaves & Associates	Document Management	Woon	Lee	$ 59.95	2.786	$167.02	1.00%	0.0279
Davis & Associates	Communications and Reporting Support	Perry	Bleecker	$ 71.90	3.060	$220.01	1.00%	0.0306
Lotus Water	Watershed Assessments, Green Infrastructu	Scott	Durbin	$ 84.13	2.950	$248.18	2.00%	0.0590
Effective Management	Construction Planning Support	Emad,	Mansour	$ 108.00	2.500	$270.00	1.00%	0.0250
Yolanda's Construction	Program Contract Management	Jeremy	Jones	$ 65.00	2.400	$156.00	1.50%	0.0360
Pathways Climate Institute	Climate Change Specialist	Kris	May	$ 92.00	2.563	$235.80	0.75%	0.0192
	Project Support	Katie	Riles	$ 42.00		$107.65		
M Lee Corp.	Lead Cost Estimator (LCE)	Martin	Lee	$ 94.00	2.720	$255.68	2.25%	0.0612
Incommon LLC	Urban Planning	Erika	Uribe	$ 65.87	2.490	$164.00	0.75%	0.0187
V&A Consulting Engineers	Corrosion	Glenn	Wilson	$ 87.64	3.492	$270.00	0.75%	0.0262
	Field Condition Assessment/Testing	Noy	Phannavong	$ 73.94		$258.20		

Effective Project Overhead & Profit Rate (EOPR): **3.1997**

Maximum Allowable Effective Project Multiplier = 3.20

Request for Proposals:

Wastewater Capital Plan Delivery - Program Management Consultant

Agreement No. PUC.PRO.0179

6/30/2022

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue • San Francisco, CA 94102

Table of Contents

1 RFP SUMMARY 1

1.1 Introduction 1

1.2 Tentative RFP Schedule 2

1.3 Pre-Submittal Conference 2

1.4 Requests for Information and Addenda/Change Notices 3

1.5 Diversity, Equity, and Inclusion in Contracting 3

1.6 Limitations on Communications 4

1.7 Social Impact Partnership Program (SIP) 4

1.8 Conflicts of Interest 5

2 BACKGROUND 6

2.1 San Francisco Public Utilities Commission 6

2.2 SFPUC Policies 6

2.3 Infrastructure Division 8

2.4 Wastewater Capital Improvement Plan 8

2.4.1 Wastewater Enterprise 8

2.4.2 Sewer System Improvement Program (SSIP) 10

2.4.3 Facilities and Infrastructure Program 11

2.4.4 Renewal and Replacement Program 12

2.4.5 One WWE CIP 13

2.4.6 Rates and Program Oversight 13

2.4.7 Program Organization 14

2.4.8 Management Approach 18

2.4.9 WWE CIP Project Descriptions 19

3 SCOPE OF SERVICES 20

3.1 Description of Services 20

3.2 Contract Term and Schedule 21

3.3 Detailed Description of Tasks 21

3.3.1 Task 1 Program Administration 21

3.3.2 Task 2 Strategic Capital Planning 24

3.3.3 Task 3 Program Delivery 27

3.3.4 Task 4 Project Technical Support 31
3.4 City Staff Responsibilities 37
3.5 General Obligations 38
4 MINIMUM QUALIFICATIONS 40
4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications 40
4.2 Subcontractor Qualifications 43
4.3 Key/Lead Team Member Qualifications 43
4.4 Other Team Member Qualifications 46
5 PROPOSAL RESPONSE FORMAT 50
5.1 Proposal Submission 50
5.2 Proposal Requirements and Format 50
5.2.1 Contact Information and Commitments 50
5.2.2 Executive Summary 51
5.2.3 Qualifications Summary 51
5.2.4 Reference Projects 52
5.2.5 Work Approach 53
5.2.6 Team Members 53
5.2.7 Team Organization Chart 54
5.2.8 Team Availability 54
5.2.9 Fee Schedule 55
5.2.10 Diversity, Equity, and Inclusion Submittal 57
5.2.11 SIP Commitments Submittal 58
5.2.12 CMD Local Business Enterprise Forms 65
5.2.13 Additional Attachments: City Requirements Forms 65
6 EVALUATION AND SELECTION CRITERIA 67
6.1 Initial Review 67
6.2 Overall Evaluation Process 67
6.2.1 Technical Written Proposal Evaluation 68
6.2.2 Diversity, Equity and Inclusion 69
6.2.3 Oral Interview Evaluation 69
6.2.4 SIP Commitments; Potential Bonus Points for Social Impact Partnerships 69

6.3 Final Scoring 70
7 AWARD OF AN AGREEMENT 71
7.1 Agreement Preparation 71
7.2 Standard Agreement Language 71
7.3 Agreement Administration 71
7.4 The SIP Provisions of this RFP and Any Resulting Contract(s) of this RFP are Conditioned upon Approvals Required Under the Campaign and Governmental Conduct Code Section 3.600, et seq. 72
8 TERMS AND CONDITIONS 73
8.1 Errors and Omissions in RFP 73
8.2 Inquiries Regarding RFP 73
8.3 Interpretation and Addenda/Change Notices 73
8.4 Objections to RFP Terms 74
8.5 Reserved (Signature Requirements) 75
8.6 Term of Proposal 75
8.7 Revision of Proposal 75
8.8 Errors and Omissions in Proposal 76
8.9 Financial Responsibility 76
8.10 Proposer's Obligations Under the Campaign Reform Ordinance 76
8.11 Sunshine Ordinance 77
8.12 Public Access to Meetings and Records 77
8.13 Reservations of Rights by the City 78
8.14 No Waiver 78
9 CONTRACT MONITORING DIVISION (CMD) REQUIREMENTS 79
9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach Requirements 79
9.1.1 LBE Subconsulting Participation Requirements 79
9.1.2 LBE Prime/JV Participation 81
9.1.3 LBE Forms 81
9.2 Chapters 12B and 12C Requirements (Equal Benefits) 81
10 ADDITIONAL CITY REQUIREMENTS 83
10.1 Insurance Requirements 83

10.2 Standard Agreement 85
10.3 Nondiscrimination in Contracts and Benefits 85
10.4 Minimum Compensation Ordinance for Employees (MCO) 85
10.5 Health Care Accountability Ordinance (HCAO) 86
10.6 First Source Hiring Program (FSHP) 86
10.7 City Vendor and Subcontractor Registration 86
10.8 Business Tax Registration 87
10.9 Conflicts of Interest 87
10.10 Administrative Code Chapter 14B Reporting Requirements 87
10.11 Administrative Code Chapter 12X Requirements 87
10.12 Contractor Vaccination Policy 88
10.13 Prevailing Wage 89
11 PROTEST PROCEDURES 90
11.1 Protest of Non-Responsiveness Determination 90
11.2 Protest of Agreement Award 91
11.3 Delivery of Protests 92
12 CONFLICT OF INTEREST 93
12.1 Obligations 93
12.2 Work 93
12.3 Other General Restrictions Applicable to this RFP 95
12.4 Consultation with Counsel 96
13 ACRONYMS AND ABBREVIATIONS 97
14 LIST OF APPENDICES 100

1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or "Department"), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer[1] to provide programmatic support services for implementation of the Wastewater Enterprise Capital Improvement Plan.

The SFPUC seeks to select Proposers with proven expertise and extensive experience (as specified in Section 4) in the following areas: Program Administration; Strategic Capital Planning; Program Implementation; and Project Technical Support.

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

Agreement Amount: $90,000,000.00

Agreement Duration: 10 Years

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

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Fee Schedule billing rates provided by the selected Proposer ("Program Management Consultant (PMC)") as part of its proposal into the Agreement. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted Fee Schedule, will be non-negotiable.

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

[1] "Proposer" refers to any entity responding to this Request for Proposals (RFP).

1.2 Tentative RFP Schedule

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

Advertisement of RFP 6/30/2022
Pre-Submittal Conference..... 7/20/2022
Deadline for Proposers to Submit Questions 7/27/2022
Deadline for Proposers to Submit Proposals..... 8/31/2022
Short-Listing and Notification for Oral Interviews..... 10/14/2022
Oral Interviews..... 11/2/2022
Posting of Proposer Ranking..... 11/10/2022
Public Utilities Commission Authorization to Execute Agreement 12/27/2022
Board of Supervisor's Approval 2/24/2023
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement 2/28/2023
Notice of Award of Agreement..... 3/10/2023

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Time: 1:00 PM
Date: 7/20/2022
Location:
https://sfwater.zoom.us/j/85891778269?pwd=Ph9SqKmp8fcETX39mSnDt4rSqTw4P6.1

Meeting ID: 858 9177 8269
Passcode: 867663
One tap mobile
+16699006833,,85891778269#,,,,*867663# US (San Jose)
+12133388477,,85891778269#,,,,*867663# US (Los Angeles)

Dial by your location
+1 669 900 6833 US (San Jose)
+1 213 338 8477 US (Los Angeles)
+1 669 219 2599 US (San Jose)
+1 646 518 9805 US (New York)
Meeting ID: 858 9177 8269
Passcode: 867663
Find your local number: https://sfwater.zoom.us/u/kclop118nu

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

The SFPUC highly recommends Prime Proposer's attendance at the pre- submittal conference as one of the good faith steps under the City's Administrative Code Chapter 14B "Good Faith Outreach" requirements. If the Contract Monitoring Division (CMD) has assigned a Local Business Enterprise (LBE) participation requirement, see Section 9.1, "LBE Subcontractor Participation Requirements".

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity, Equity, and Inclusion in Contracting

This contracting opportunity is subject to compliance with the City's Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In alignment with SFPUC's core mission, the agency seeks to promote diversity within its contracting opportunities.

SFPUC encourages from the participation of Proposers that commit not only to optimizing the engagement of LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms, but also to assembling consultant teams that reflect the diversity of the City and County of San Francisco.

i. As part of SFPUC's core mission, the agency is committed to the promotion of racial equity. In July 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to actively promote internal

and external racial equity. This effort aligns with the San Francisco Board of Supervisors' enactment of Ordinance No. 188-19 in July 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.

ii. In alignment with SFPUC's core mission, the agency seeks to promote diversity in its contracting opportunities. SFPUC encourages Proposers to demonstrate in their Proposals actionable commitment to racial justice by, for example, presenting Key Lead Team Members, staff, and contractors, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.

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

1.6 Limitations on Communications

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

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

1.7 Social Impact Partnership Program (SIP)

Through the Social Impact Partnership program ("SIP"), the SFPUC seeks to identify partners with shared values to build stronger partnerships throughout the City and SFPUC service territory, resulting in healthier and more vibrant communities.

A Proposer may voluntarily propose SIP Commitments as a part of its written Proposal. The SIP Commitments Submittal must directly benefit the communities, neighborhoods, and/or

residents served by or impacted by the SFPUC. SIP Commitments shall not go to, nor benefit, any City department or employee.

The SFPUC invites Proposers to include a SIP Commitments Submittal detailing proposed SIP Commitments in accordance with RFP Section 5.2.11, which will become contractual obligations upon contract award. If the BOS does not approve the proposal, any SIP submissions and commitments will become null.

1.8 Conflicts of Interest

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

2 Background

2.1 San Francisco Public Utilities Commission

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

The mission of the SFPUC is to:

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

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

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

2.2 SFPUC Policies

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

A. Environmental Justice Policy

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by Charter Section 8B, by Resolution 09-0170. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf

B. Community Benefits Policy

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. The SIP program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf

C. Technology Policy

On September 11, 2012, the SFPUC adopted a Technology Policy, by Resolution No. 12-0165, that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with the Commission's Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service ("LOS") goals. The key principles and criteria shall be consistent with Triple Bottom Line principles that include economic, environmental, social, leadership and transparency. Refer to https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615

D. Racial Justice Resolution

On July 14, 2020, the SFPUC adopted Racial Justice Resolution 20-0149 condemning systematic racism and vowing to take action to promote internal and external racial equity. This effort aligns with the larger City-wide Legislative Mandate, Ordinance No. 188-19, where the Board of Supervisors established the Office of Racial Equity (ORE) to address racial disparities in City Departments and external programs. Refer to https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594.

2.3 Infrastructure Division

Within the SFPUC, the Infrastructure Division is responsible for delivering capital improvement programs and providing internal personnel resources for these programs.

The Infrastructure Division, which is managed by the Assistant General Manager (AGM) for Infrastructure, is organized into operations and programs. Operations consist of the following: Project Delivery, which includes the Construction Management Bureau (CMB), the Engineering Management Bureau (EMB) and the Environmental Management Group (EMG); the Project Management Bureau (PMB) with the Program Controls Group; and the Contract Administration Bureau (CAB). Programs consist of the Sewer System Improvement Program (SSIP), the Water System Improvement Program (WSIP), and the Hetchy Capital Improvement Program (HCIP).

2.4 Wastewater Capital Improvement Plan

The Wastewater Enterprise (WWE) Capital Improvement Plan (CIP) consists of several programs including, (1) the Sewer System Improvement Program (SSIP), (2) the Facilities and Infrastructure (F&I) Program, and (3) the Renewal and Replacement (R&R) Program.

2.4.1 Wastewater Enterprise

The SFPUC WWE operates and maintains the City's combined sewer system, which collects and treats both sewage and stormwater. Figure 1 shows the geographical boundaries of the combined sewer system, major facilities of the combined sewer system, and the ridge separating the Bayside from the Westside facilities.

Figure 1 – SFPUC Wastewater Enterprise and Major Facilities (Not to Scale)

The system consists of approximately 993 miles of sewer lines that collect sanitary sewage from homes, businesses and stormwater runoff; large transport storage box facilities; 27 pump stations that transport sewage and stormwater; and three treatment plants that discharge treated water into the San Francisco Bay and Pacific Ocean. San Francisco has eight distinct urban watersheds: five on the Bayside (North Shore; Channel; Islais; Sunnydale; and Yosemite) and three on the Westside (Richmond; Sunset; and Lake Merced). The three treatment plants treat sewage and stormwater based on whether the collection point is on the Bayside or the Westside. The Oceanside Treatment Plant is not connected to the Bayside treatment systems, and the Southeast Treatment Plant and North Point Wet-Weather Facility are not connected to the Westside treatment system. More information can be found at https://sfpuc.org/about-us/our-systems/sewer-system

2.4.2 Sewer System Improvement Program (SSIP)

The SSIP is a capital improvement program undertaken by the SFPUC to improve San Francisco's wastewater collection system and treatment facilities. Relative to other Wastewater Enterprise (WWE) capital programs, the SSIP is a larger, system-wide investment which includes the replacement of major WWE facilities. The overall purpose of the SSIP capital improvement planning is based on the following program goals adopted by the Commission:

- Provide a compliant, reliable, resilient and flexible system that can respond to catastrophic events;
- Integrate green and grey infrastructure to manage stormwater and minimize flooding;
- Provide benefits to impacted communities;
- Modify the system to adapt to climate change;
- Achieve economic and environmental sustainability; and,
- Maintain ratepayer affordability.

On July 27, 2010, the Commission endorsed the 2010 Goals and Levels of Service and a description of a proposed $6.93 billion capital improvement plan.

On August 28, 2012, the Commission endorsed the 2012 Goals and Levels of Service, validated the staff's project scope and phased implementation process, and authorized staff to proceed with planning and developing the proposed Phase 1 projects of the SSIP, representing $2.7 billion of the total costs.

In late-2015, SFPUC refined the SSIP scope, schedule, and budget forecasts based on the latest available information and the various constraints and challenges known at the time. As a result, on March 22, 2016, the Commission endorsed the following:

- 2016 Goals, Levels of Service, Program and Phase 1 Strategies that have guided the implementation of the SSIP;
- 2016 SSIP Phase 1 Project Descriptions for all proposed projects comprised in the 2016 SSIP Program Baseline. In addition to projects that were originally included in the 2012 SSIP endorsed Program, the 2016 Program Baseline addressed other collection system needs and opportunities, including: Interdepartmental projects and Flood Resilience projects; and,
- 2016 SSIP Phase 1 Schedule and Budget for all proposed projects comprised in the "2016 Program Baseline."

The 2016 Program Baseline included a three-phase implementation of the SSIP: Phase 1 ($2.910 billion), Phase 2 ($3.140 billion), and Phase 3 ($0.926 billion) for a total projected cost of $6.976 billion.

In 2018, SFPUC refined the SSIP scope, schedule, and budget forecasts based on the latest available information and the various constraints and challenges known at the time. As a result, on April 24, 2018, the Commission approved a revised baseline increasing the total budget for all SSIP Phase 1 projects by $68 million (from $2.910 billion to $2.978 billion) and initiating four 'Other SSIP' projects from later phases with a Baseline budget of $430 million.

In 2020, SFPUC again refined the SSIP scope, schedule, and budget forecasts based on the latest available information and the various constraints and challenges known at the time. As a result, on December 22, 2020, the Commission approved a revised baseline increasing the total budget for all SSIP Phase 1 projects by $677 million (from $2.978 billion to $3.655 billion), increasing the total budget for all 'Other SSIP' projects by $83 million (from $430 million to $513 million) and initiating 31 projects from later phases with a Baseline budget of $684 million. The total budget for 'Other SSIP' in the 2020 Baseline is $1.197 billion. The total budget for SSIP Phase 1 and 'Other SSIP' combined is $4.852 billion.

2.4.3 Facilities and Infrastructure Program

The Wastewater Facilities and Infrastructure (F&I) Program encompasses necessary upgrades to aging facilities that fall outside of the SSIP and the WWE Renewal and Replacement (R&R) Programs.

The Wastewater F&I Program currently consists of seven capital projects: (1) Southeast Outfall Condition Assessment & Rehabilitation (2) New Treasure Island Wastewater Treatment Plant, (3) Ocean Beach Climate Change Adaptation Project, (4) Collection Division Consolidation (WWE Facilities Plan), (5) Southeast Community Center at 1550 Evans, (6) Southeast Bay Outfall Islais Creek Crossing Replacement, and (7) Southwest Ocean Outfall (SWOO).

The F&I Program addresses the following challenges:

- Uphold the SFPUC Wastewater Enterprise Levels of Service (LOS);
- Protect the structural integrity of critical City infrastructure;
- Streamline core operational functions and processes;
- Employ energy efficiency components, stormwater management enhancements, seismic upgrades, spatial improvements, safety and security improvements, and other essential improvements to modernize existing facilities to current standards; and,
- Provide benefits to surrounding communities.

The Current Approved Budget for the F&I Program is $450,267,980. The F&I Program has historically been baselined at the staff level, not by the Commission, and is included in the SFPUC Ten-Year Capital Plan for FY 2020-21 through FY 2029-30 for the Wastewater Enterprise.

In 2020, SFPUC refined the SSIP scope, schedule, and budget forecasts based on the latest available information and the various constraints and challenges known at the time. As a result, on December 22, 2020, the Commission approved a revised baseline increasing the total budget for F&I projects by $212 million (from $450 million to $663 million).

2.4.4 Renewal and Replacement Program

The WWE Renewal and Replacement (R&R) Program is a continuing annual program that seeks to address deficiencies in two wastewater infrastructure categories: R&R Collection System and R&R Treatment Facilities. The goal of the R&R Program is to meet the endorsed levels of service goals, regulatory permit compliance, system reliability and functionality, and sustainable operations of the City's sewer system. The R&R Program also complies with the State requirement that a provision is made for the periodic repair and replacement of sewer system facilities.

San Francisco's sewer collection system was installed in phases beginning in the early 1870s. Many of the sewers are near the end of their anticipated useful life and require urgent attention to continue to function at proper capacity and meet regulatory standards. An asset management approach was developed to prioritize which assets within the sewer system should get attention first. For the R&R Collection System, the asset management based approach factors in the physical condition of the sewer, age, location, risk, public safety, SF Public Work's street paving schedule, and various other factors. The R&R Collection System is budgeted for 15 miles of open cut construction. Approximately 14.6 miles of sewer replacement work was awarded in FY 19-20. Due to COVID-19 impacts, approximately 6.5 miles of sewer replacement work was awarded in FY20-21.

The R&R Treatment Facilities projects are prioritized based upon regulatory compliance, condition assessments, Operation staff recommendations, and Level of Service goals. These projects aim to extend the useful life of treatment facility assets throughout San Francisco by maintaining their treatment capacity and performance, while enabling WWE to continue adhering to regulatory compliance with the Regional Water Quality Control Board (RWQCB), National Pollutant Discharge Elimination System (NPDES) permits, and Bay Area Air Quality Management District (BAAQMD) requirements.

2.4.5 One WWE CIP

Due to the size of the SSIP, a phased approach was initially developed to simplify the implementation of projects. This was done to manage rate impacts, consider construction sequencing impacts and maintain existing operations and permit compliance. Each of the projects in the SSIP contributes to the wastewater system meeting the Commission-endorsed goals and levels of service. Phase 1 projects focused on ensuring regulatory compliance, enhancing process reliability and redundancy, improving plant odor control, and replacing the antiquated biosolids and headworks facilities with state-of-the-art technology. As such, Phase 1 focused on treatment plant improvements.

Since Commission approval of the 2018 SSIP Baseline, considerable thought was put into how the program has evolved since inception in 2010 and how it should move forward. A capital program spanning several decades like the SSIP must continually adapt to ever-evolving priorities and changing market conditions to be sustainable. In previous SSIP baseline efforts, long term forecasting was used to plan the three overlapping phases of investments to deliver the program while achieving financial affordability goals. However, lessons learned have taught us that the confidence and accuracy of these forecasts diminish over a long duration. Thus, on December 22, 2020, the Commission approved the 2020 SSIP Baseline, where a selection of high priority projects identified initially in Phases 2 and 3 were initiated. The SFPUC proposes to transition away from the original intent of three distinct SSIP phases and instead implement capital improvement projects as part of a rolling Ten-Year capital plan. New projects will be initiated based on priority and timeline through the SFPUC's biennial budget process.

This also provides an opportunity to consolidate SSIP and F&I into one CIP for efficiency and consistency. Projects already active as part of SSIP Phase 1, 'Other SSIP' and F&I will continue, but new projects will be initiated into one CIP going forward.

2.4.6 Rates and Program Oversight

San Francisco Sewer Service Charges

Sewer service charges are the primary funding source for the operation, maintenance, and capital improvement program debt for the Wastewater Enterprise's wastewater and stormwater collection, treatment, and disposal services. These residential and nonresidential user charges can generate as much as 99% of the total revenues.

San Francisco Proposition E

In November 2002, San Francisco voters approved a Charter amendment granting the Public Utilities Commission exclusive charge of all water, clean water and energy supplies and utilities

of the City, and establishing goals and objectives related to those utilities. The Commission was also authorized to issue revenue bonds, when authorized by a two-thirds vote of the Board of Supervisors, for the purpose of reconstructing, replacing, expanding, repairing or improving clean water facilities. As a condition of approval for bond issuance, an independent engineer retained by the Commission must certify that (1) the projects to be financed by the bonds, including the prioritization, cost estimates and scheduling, meet utility standards; and (2) that estimated net revenue after payment of operating and maintenance expenses will be sufficient to meet debt service coverage and other indenture or resolution requirements, including debt service on the bonds to be issued and estimated repair and replacement costs. (San Francisco Charter Article VIIIB.)

San Francisco Proposition P – Revenue Bond Oversight Committee

In November 2002, San Francisco voters approved Proposition P which created a Revenue Bond Oversight Committee that oversees the use of utility revenue bond funds.

The implementation of the SSIP is reviewed and monitored closely by a number of different oversight bodies including: the San Francisco Board of Supervisors, the SFPUC, the San Francisco Revenue Bond Oversight Committee, the San Francisco Rate Fairness Board, the San Francisco Citizens Advisory Committee, Wastewater Citizen's Advisory Committee, the San Francisco Capital Planning Committee, and the California Department of Public Health.

2.4.7 Program Organization

The WWE CIP organization that is illustrated in Figure 2 includes the matrix organization managed by Infrastructure's Wastewater Enterprise Capital Program Director, where resources are obtained from the Infrastructure Division's Bureaus, the San Francisco Public Works Bureaus, and the Wastewater Enterprise.

Infrastructure Division Bureaus/Groups:

- Project Management Bureau (PMB) and Program Controls
- Engineering Management Bureau (EMB)
- Construction Management Bureau (CMB)
- Project Administration Bureau (PAB)
- Environmental Management Group (EMG)

San Francisco Public Works Bureaus:

- Bureau of Construction Management (BCM)
- Bureau of Engineering (BOE)

- Bureau of Architecture (BOA)

Wastewater Enterprise primary sections:

- Asset Management
- Business Strategy & Performance
- Collection System
- Engineering
- Operations
- Maintenance
- Regulatory Compliance
- Utility Planning

In addition, there is support from the External Affairs Division, Communications, Finance, the General Manager's Office, and other City Departments including: the City Attorney's Office, the Port of San Francisco, the Department of Recreation and Parks, Real Estate, the San Francisco Board of Supervisors, Office of Economic Workforce Development (OEWD) and the Mayor's Office.

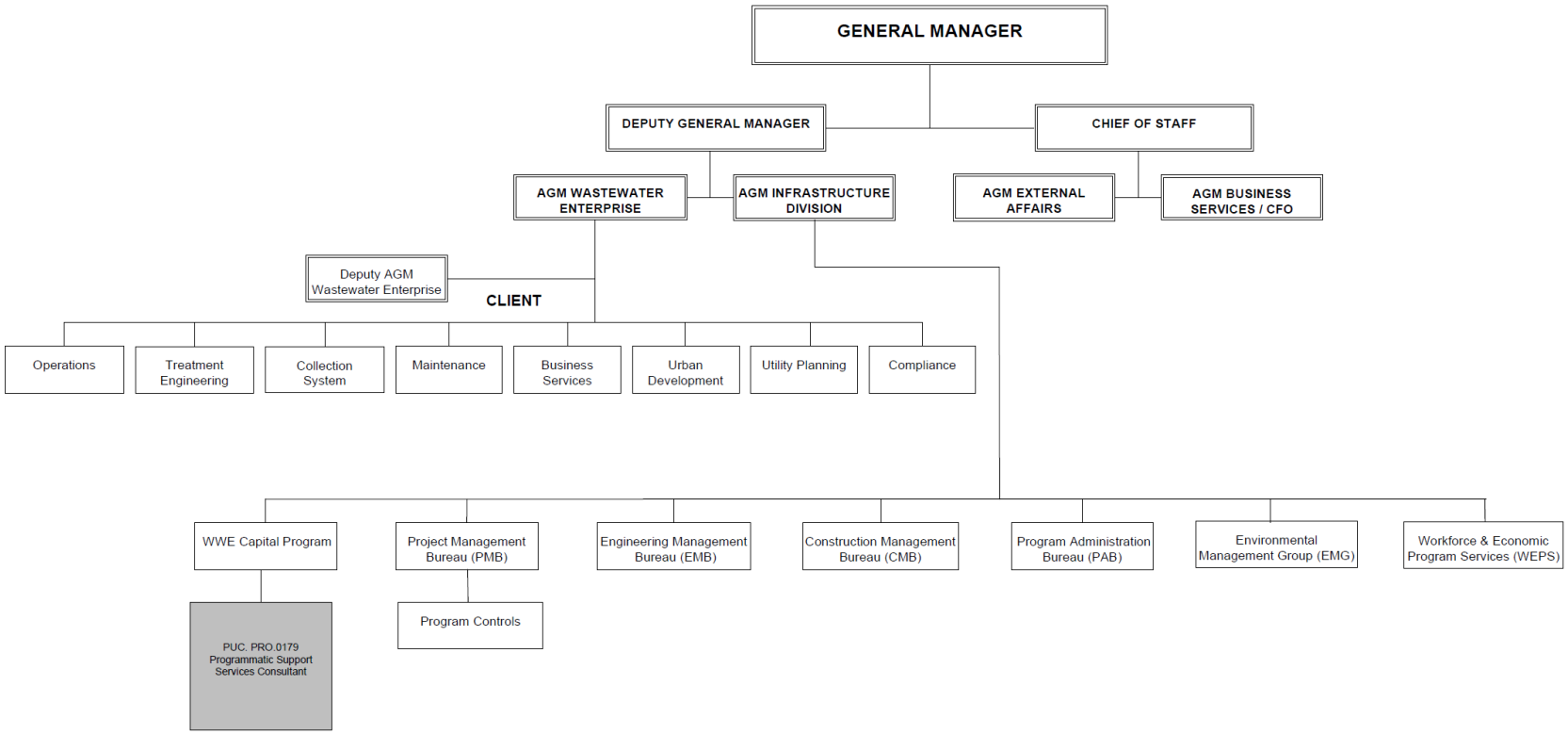


Figure 2 – Wastewater Enterprise Capital Improvement Plan Organization Chart

This page is intentionally blank

2.4.8 Management Approach

The implementation of the WWE CIP is led by City-staff within the Infrastructure Division of the SFPUC. The delivery of the Program is the responsibility of the Program Director, and ultimately the SFPUC's Assistant General Manager of Infrastructure, Assistant General Manager for the Wastewater Enterprise, and General Manager; however, contractors also play a key role in implementation. The services of the successful Proposer, (i.e., the Program Management Consultant or "PMC") are required to support the WWE CIP Team on a number of programmatic functions such as strategic Capital Planning, Risk Management, Pre-Construction Technical Advice, Pre-Construction Planning and Management, Labor and Contract Relations, Development and refinement of Standards, preparation of programmatic schedules and budgets, and analysis of alternative delivery mechanisms. This Agreement may also require the PMC to provide specialized/technical services on an as-needed or project-specific basis to assist City-staff with functions such as Engineering, Conceptual Design, Watershed Assessments, and Pre-Construction Support.

The key to the success of the CIP will be the integration of SFPUC and Program resources under a unified wastewater capital improvement team that reinforces a clear understanding of everyone's roles, responsibilities, and authority. This team approach requires that City-staff and some PMC contractors (e.g., some Program Management and Pre-Construction Management Consultants) are collocated.

The Environmental Management Group (EMG), which oversees the Environmental Review for each of the projects, will be independent of the PMC's services. EMG will go through a separate procurement process for all Environmental Review work. The PMC will not supply any Environmental Review services. The PMC will be assisting with Engineering Planning and Analysis, and Conceptual Design activities to support the projects' moving through Environmental Review.

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

Information on the wastewater planning process is documented in the Wastewater Enterprise Capital Improvement Plan Framework, released on SFBid under Informational Posting (PUC.PRO.0225) in advance of this PUC.PRO.0179 RFP.

2.4.9 WWE CIP Project Descriptions

Information on the 10-year WWE CIP was presented at the 2020 Baseline to the Commission on December 22, 2020 (item 14),on February 09, 2021 (item 12) and most recently at the Special Budget Meeting on January 14, 2022 (item 6). See Appendix C, PRO.0179 Background Documents.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services contractor known as the Program Management Consultant (PMC) to provide: Programmatic Support Services for delivery of the Wastewater Enterprise Capital Improvement Plan (CIP).

Services provided by the PMC shall include, but are not limited to the following:

1. Program Administration (P)

- Program Contract Management
- Program Management Plan
- Document Management
- Quality Management

2. Strategic Capital Planning (S)

- Program Review
- Long-Range Capital Planning
- Adaptive Management Process
- Asset Management Integration
- Triple Bottom Line
- Operational Permit Support

3. Program Delivery (D)

- Program Safety
- Risk Management
- Facilities Integration Plan
- Project Labor Agreement Support
- Diversity, Equity and Inclusion Support
- Quality Control (Design)
- Communications and Reporting Support
- Cost Estimating
- Change Management

4. Project Technical Support (T)

- Preliminary Project Scoping and Development
- Project Alternatives Analysis Support
- Seismic Evaluation/Standards
- Collection System and Treatment Plant Systemic Hydraulic Modeling/Systems Engineering
- Hydraulic and Hydrologic Model Refinement and Modeling Support
- Watershed Assessments
- Evaluation of Climate Change Drivers to the System and Revisions to Adaptation Plans
- Design Standards Review and Recommendations
- Technology Transfer and Training
- Condition Assessment Support
- Emerging Technologies Review and Utility Expertise
- Value Engineering
- Independent Technical Reviews and Input
- Building Information Modeling and Asset Digitization

The PMC will work under the direction of the SFPUC Program Director or their designee. In addition to this RFP, the SFPUC will issue RFPs for specific project planning, design, communications, and construction management.

3.2 Contract Term and Schedule

The Agreement will have a duration of 10 Years.

The SFPUC reserves the right to commence, close, reduce or extend the PMC's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional five (5) years, for a total Agreement duration of up to fifteen (15) years.

3.3 Detailed Description of Tasks

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

San Francisco City staff with relevant experience, including SFPW will be given the first offer to provide services under this contract where SFPUC determines that the work cannot be performed by SFPUC staff, prior to requesting support. The first offer to provide services is contingent upon SFPW's ability to deliver the services to SFPUC which meet SFPUC standards for quality, schedule, and budget.

Work on subtasks listed as 'optional' shall not be initiated without prior authorization from Department staff. Note, a Proposer shall not use optional tasks or Other Direct Costs (ODC) to fulfill the LBE subconsulting participation requirement at the time of proposal.

3.3.1 Task 1 Program Administration

Following the Notice to Proceed the PMC will work with the Program Director to determine what staff (if any) would be co-located in SFPUC office space.

3.3.1.1 SUBTASK 1.1 Program Contract Management

The PMC Contract Manager will track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. Task participation, work scope development, and hours (by individual) must also be tracked. The PMC Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract reports and securing required resources.

The PMC Contract Manager will be responsible for the QA/QC of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and ODC requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate. Questions or errors in the invoices will be promptly addressed prior to receipt by the PMC Contract Manager and the SFPUC.

3.3.1.2 SUBTASK 1.2 Program Management Plan

As applicable immediately after the Notice of Contract Award **(**NCA), the CIP Program Management Consultant (PMC) shall develop an approach for transition of responsibility in collaboration with the incumbent SSIP PMC;

The Program Director and SFPUC staff will work with the PMC to develop a Program Management Plan (PMP) for the contract. The PMP will include all information that is relevant to the CIP and as a guide, a preliminary list of the PMP sections is outlined below. Note that this list is a *draft*, and the final sequence, sections, and content will be determined by the Program Director, and the PMC at a later date.

The PMP will be maintained and updated annually by the PMC throughout the ten-year contract duration, and will be subject to SFPUC review. The PMC will modify the PMP based on changes to the CIP, SFPUC or City policy requirements, or other modifications. The PMP will be the overarching roadmap for PMC working on the CIP.

1. *CIP Overview*
2. *CIP Scope*
3. *List of Projects*
4. *Organization Overview*
5. *Staffing Plan*
6. *Internal Communications Plan*
7. *Public Involvement Program and Communications Plan*
8. *Program Implementation Procedures*
9. *Program Controls*
10. *Program Financial and Performance Audits*
11. *Budget Process*
12. *Revenue Bond Oversight Committee (RBOC)*
13. *Project Implementation Plans*

14. *Project Planning/Process Engineering*
15. *Quality Management*
16. *Environmental Approvals*
17. *Permit Support*
18. *Technical Agency Coordination*
19. *Engineering Design Development*
20. *Contracting Strategy (City Requirements and Procurement Plan)*
21. *Administration*
22. *Operations and Maintenance Representatives Involvement*
23. *Operational Strategy*
24. *Right-of-Way/Easements/Property Acquisition*
25. *Risk Management*
26. *Change Management and Control*
27. *Asset Management*
28. *Sustainability Strategies*
29. *Program Review, Optimization and Validation*
30. *Integration of Software Systems*
31. *Health, Safety and Security*
32. *Arts Commission*
33. *Work Force Development*
34. *Legislative Requirements*
35. *CMD Compliance*
36. *Other sections will be developed as needed.*

3.3.1.3 SUBTASK 1.3 Document Management

The PMC will assist the Program Director and Program Management staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), and coordinate with SFPUC/Infrastructure to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee and ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all

critical hard copies. Documentation indexes will be organized, and each document shall be assigned a tracking number.

3.3.1.4 SUBTASK 1.4 Quality Management

The PMC will update and refine the existing SSIP Quality Management Plan defining quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC shall follow to provide high-quality deliverables for all phases of project delivery.

The PMC shall perform Quality Assurance (QA) services on their deliverables and will document the reviews performed as per procedures using appropriate quality control (QC) checklists. The Quality Management Plan shall outline all independent reviews required, checklists used for the reviews, and specifying milestones regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and WWE.

3.3.2 Task 2 Strategic Capital Planning

The PMC shall support the SFPUC staff in the following sub-tasks for Strategic Capital Planning.

3.3.2.1 SUBTASK 2.1 Program Review

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

- Review current CIP goals, levels of service, and desired outcomes.
- Review current capital programs to assure that all projects and programs are identified, and meeting desired outcomes, are scoped, budgeted, sequenced, and that achievable schedules have been developed.
- Align and/or update the capital programs with SFPUC's 10-year Capital Improvement Plan as it evolves.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet defined goals and objectives.
- Identify permitting requirements for all projects.
- Recommend improvements to the planning and execution of the current CIP, identify conflicts or synergies between projects and programs, facilitate more effective delivery of individual projects, efficient use of resources, and effective coordination between projects and operation (current and anticipated) of the wastewater system.
- Recommend updates to the CIP, based on identified needs for capital improvement of the wastewater system, including new projects into the CIP.

3.3.2.2 SUBTASK 2.2 Long-Range Capital Planning

The PMC shall review and support the refinement of WWE's framework for long-range capital planning with confirmation of current program drivers and long-term levels of service and goals. As part of this framework, the PMC shall consider future/evolving drivers, including financial affordability, staffing resources, environmental impacts, climate change, new regulatory requirements (e.g., nutrients), system automation, multi-city-agency opportunities, etc., to develop the capital planning framework. The projects identified from the review of the current CIP shall be incorporated into the long-range capital planning framework.

Using this planning framework, the PMC will identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to asset risk (likelihood x consequence of failure), hydraulic adequacy, maintenance history, financial affordability, etc.

The PMC will develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the CIP shall be made bi-annually in subtask 2.3 as part of the SFPUC's budget process in close coordination with WWE and the Infrastructure Division.

3.3.2.3 SUBTASK 2.3 Adaptive Management Process

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

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

3.3.2.4 SUBTASK 2.4 Asset Management Integration

The PMC will assist the WWE with refinement and ongoing integration of the WWE Asset Management practices and Wastewater Design Standards into the CIP to streamline the Prioritization, Design, Construction, Onboarding, Start-up, and long-term Operational phases. The PMC will assist the WWE with ongoing condition assessment efforts for various asset classes, infrastructure, facilities, and equipment. The PMC will assist WWE with a criticality

analysis to prioritize capital improvements and resource allocations. The PMC will review the work that the WWE has performed for the collection system when developing the protocol for treatment facilities. The PMC will support the WWE to ensure that new assets, as-builts, spare part requirements, standard operating procedures, and operations and maintenance requirements are documented.

3.3.2.5 SUBTASK 2.5 Triple Bottom Line

The PMC will review the existing Triple Bottom Line (TBL) process and evaluation tool and either refine the existing tool or identify a different tool to meet the SFPUC's goal of evaluating the economic, environmental, and social benefits of a project during the planning and design phases. The PMC will identify the software license and long-term maintenance support required for the recommended TBL evaluation tool.

The PMC will support SFPUC staff in the use of the TBL process and utilize the TBL tool(s) for all major collection system and treatment facility projects in the CIP. Treatment plant processes, including but not limited to selection of digestion processes, future treatment technologies, large-scale projects for stormwater management, climate change adaptation and mitigation measures, etc.

If a new TBL tool is developed, the PMC will draft guidelines and include training materials and documentation for SFPUC staff to take eventual ownership of the tool. The TBL tool guidelines shall be prescriptive enough for SFPUC staff to use independently. The guidelines will describe the inputs for capital and operational costs, quantifiable benefits (carbon footprint, reduced energy, potable water savings, etc.), and other non-quantifiable environmental and social benefits for each project. The TBL tool shall be able to weigh the benefits and compare projects easily.

The PMC will support the SFPUC in communicating with internal and external stakeholders on how the environmental, social (including racial justice), and economic factors go into the project or program decision-making process.

3.3.2.6 SUBTASK 2.6 Operational Permit Support

The PMC will support the WWE Regulatory staff to provide regulatory compliance and permitting support for the CIP specific to wastewater, air, and biosolids. Support includes but is not limited to meetings and negotiations with the State Water Resources Control Board, Regional Water Quality Control Board, Bay Area Air Quality Management District, Bay Conservation and Development Commission (BCDC), California Coastal Commission, United States Environmental Protection Agency, and other local, state, or federal agencies.

The PMC will review and provide comments on draft regulatory documents and permits, such as TMDLs and NPDES permits, including permit renewals and reporting requirements.

The PMC will assist the SFPUC with reviewing proposed legislation and preparation of fact sheets, letters, or testimonies. The PMC staff will attend meetings as requested with SFPUC's legal counsel and/or regulatory agencies to support negotiations.

The PMC will support the SFPUC as required to prepare documentation regarding the CIP for submittal to the regulatory agencies. Negotiations of workarounds and facility shutdowns during construction will be coordinated with regulatory agencies.

The PMC will assist the SFPUC with evaluating the anticipated effectiveness of the stormwater management programs, combined sewer discharge reduction projects, water quality improvement concepts, and other issues that will benefit "Waters of the State".
The PMC shall support the SFPUC in preparation for any grant applications and required monitoring and reporting for projects funded by State Bonds (e.g. Prop 1E).

3.3.3 Task 3 Program Delivery

3.3.3.1 SUBTASK 3.1 Program Safety

Working with the WWE Safety Manager and SFPUC Health and Safety Program Director, the PMC will evaluate Health and Safety Plans for the CIP and support any refinements needed together with any appropriate training/compliance reporting. In addition, the following shall be addressed:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training on accident prevention methods and the elimination of unsafe acts and working conditions.
- Be familiar with relevant safety and health legislation that affects the types of Construction work being carried out.
- Review contractors' proposed methods and safeguards for conformance with special provisions, standards, laws, etc.
- Work with contractors to familiarize them with applicable safety standards, ordinances, laws, and practices.

Review safety documents including, but not limited to, safety manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

3.3.3.2 SUBTASK 3.2 Risk Management

PMC will support the development and implementation of a risk management plan to manage Program risks. PMC will review and refine program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC will identify program risks and develop mitigation strategies.

Develop, review and/or refine Program and project level risk management plans for the preparation and maintenance of a risk register for the Program, identifying all programmatic and project-related risks (e.g., schedule, cost, escalation, market conditions) associated with the Program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

Develop and implement the process and tools for the identification of program and project risks and opportunities. Each project will be evaluated for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.). A risk register will be developed for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation.

3.3.3.3 SUBTASK 3.3 Facilities Integration Plan

The PMC will assist in preparing a Facilities Integration Plan for the CIP. The Facilities Integration Plan will detail the physical and operational modifications for the existing and future system represented by the CIP. The Facilities Integration Plan must include phasing of work that involves other Enterprises (energy, cogeneration) and supporting Memoranda of Understandings. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging areas (acquisition, renting or other), equipment or spare parts storage, and staff and resource availability.

3.3.3.4 SUBTASK 3.4 Project Labor Agreement Support

The SFPUC has a Project Labor Agreement that applies to the construction work in the Sewer System Improvement Program and the Wastewater Enterprise Capital Improvement Program (sfpuc.org/pla). The PMC will assist with regard to the Project Labor Agreement as directed by the SFPUC. Further, the PMC will provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

3.3.3.5 SUBTASK 3.5 Environmental Justice and Diversity, Equity and Inclusion Support

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

3.3.3.6 SUBTASK 3.6 Quality Control (Planning and Design)

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases. The PMC will prepare a quality management plan outlining all independent reviews required and specifying milestones regarding when the reviews will occur. The PMC will provide quality control (QC) services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services will include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services. The PMC will provide technical specialists with a diverse range of expertise, including but not limited to pump stations, large sewer and tunnel construction, geotechnical, hydraulic, treatment plant projects, cost estimators, green infrastructure, etc.

3.3.3.7 SUBTASK 3.7 Communications and Reporting Support

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

The PMC Communications activities, deliverables and support will include, but not be limited to the following:

- Key messaging and frequently asked questions
- Informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Videos
- Website content
- Graphics, such as maps, figures, infographics, and other visual communication tools
- Presentations and associated talking points

- Media press releases and press kits
- Surveys
- Tracking/activity reports for all outreach and engagement activities
- Industry articles and award submittals

3.3.3.8 SUBTASK 3.8 Cost Estimating

Under the direction of the Program Director, the PMC will review and refine cost estimating standards to be used for all CIP Projects. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various private entities. The PMC will develop guidelines for: calculation of escalation, incorporation of market factors, and use of contingencies at various phases and milestones.

The PMC will provide a Lead Cost Estimator for the Program. The PMC is responsible for preparation of a preliminary cost estimate for each project. However, the Project Team Engineer of Record is responsible for the estimate during Design. During the Design Phase, the PMC will be asked to provide quality assurance and cost estimate review.

The PMC will assist the SFPUC with the development of Planning-level project cost estimates for each project. The PMC will work with the Program Director, the Senior Project Managers, and the Engineering and Operations staff during this phase of work to determine the anticipated scope of work and level of effort for each project. Each project will be evaluated for escalation, and other risks. Linkages to other projects, sequencing, and operating permit restrictions will also be considered.

The PMC will provide cost estimating support for capital improvement projects throughout their development. They will also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

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

The PMC is responsible for developing project life cycle and program cost estimates during the Planning and Conceptual Engineering phases of project development. The Life Cycle Costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information. The PMC will be requested to update the Life Cycle Cost estimates when the project is at 95% Design. The PMC will refine the format for the presentation of Life Cycle Cost Information that is acceptable for inclusion in annual budget discussions, and provide data to the Project Management Bureau (PMB) and Program Controls.

The PMC will develop Life Cycle Costs graphics to be presented to the Commission and the public.

3.3.3.9 SUBTASK 3.9 Change Management

The PMB, assisted by the PMC, is responsible for developing and implementing Cost Control Procedures, including Cost Control Processes, Change Order, Change Management, and Trend Analysis.

3.3.4 Task 4 Project Technical Support

3.3.4.1 SUBTASK 4.1 Needs Assessment Support

The SFPUC staff will lead the development of the Needs Assessment subphase for selected projects based on the capital planning process and schedule. The Needs Assessment Subphase may include the development of preliminary project scope, including data collection and analysis, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

3.3.4.2 SUBTASK 4.2 Project Alternatives Analysis Support

The SFPUC staff will lead the development of project alternative analysis and conceptual engineering, including up to 10% design based on the needs assessment subphase. The PMC may support the SFPUC staff with the development of alternative analysis, including defining alternatives, comparison of alternatives to goals, LOS and objectives, development of construction costs and schedule estimates, utilizing the triple bottom line (TBL), drafting and/or reviewing alternative analysis reports, figures and presentations.

The PMC may support the SFPUC staff with the development of conceptual engineering reports, including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

3.3.4.3 SUBTASK 4.3 Seismic Evaluation/Standards

The PMC will support Infrastructure's Engineering Management Bureau (EMB) and WWE in evaluating the asset-specific seismic risks and consequences using data, models, and other available tools. The PMC will support the development or refinement of collection system and treatment facility asset type specific levels of service, seismic evaluation processes, and seismic design standards. The seismic design standards will be incorporated into the CIP design standards.

3.3.4.4 SUBTASK 4.4 Hydraulic Modeling & Systems Engineering

The PMC will provide specialized modeling expertise in the following areas:

- Hydraulic Modeling: Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, collection system odor models, etc., to evaluate the existing/proposed collection system sewer or structure for potential hydraulic issues including hydraulic surge, scouring, air flows, ventilation needs, etc. Recommend operational or design modifications to address hydraulic issues in the sewer or structure. Utilize appropriate numerical models for dilution studies for deep outfalls.

- Physical Models: Utilize and collaborate with certified hydraulic laboratories to develop physical model(s) to simulate collection system hydraulics and identify hydraulic issues in the existing/proposed sewer or structure. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with SFPUC staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.

- Receiving Water Quality Modeling: Identify and compare current numerical tools used in the industry for receiving water quality modeling and predictive/forecasting tools for receiving water quality impacts. Improve the existing receiving water quality modeling tools as necessary to meet SFPUC's needs. Develop approaches for forecasting receiving water quality impacts based on the system operations.

- Treatment Plant Modeling and Optimization: Evaluate and utilize numerical tools, including air dispersion models to identify opportunities to optimize the current treatment plant processes at the three treatment facilities and quantify optimization benefits. Collaborate with SFPUC staff and industry experts on development and implementation of the optimization tools.

- Collection System Optimization: Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current collection system maintenance and quantify optimization benefits, such as supporting targeted cleaning. Support on maintaining or improving the existing tools used for operational decision support for the collection system.

3.3.4.5 SUBTASK 4.5 Hydrologic and Hydraulic Model Refinement and Modeling Support (OPTIONAL)

This task is optional. Work on this task shall not be initiated without prior authorization from the Program Director. Note that the Agreement value specified for this project includes specific budget allowances for the optional tasks, as noted below.

The SFPUC's collection system hydrologic and hydraulic model represents 99% of the combined sewer system and was fully calibrated in 2011-2013 using observed data collected from flow meters in the sewers, pump stations, and treatment facilities. The PMC may be asked to support physical monitoring in the Sewer System to collect additional monitoring data, which may be used for future calibration, validation of the model for citywide or focused areas. The PMC may be asked to support the SFPUC with monitoring, analyzing, and entering information into the model. The PMC may be asked to support SFPUC and SFPW staff (as required and integrated with City staff) to utilize the model for program or project-specific planning and evaluation studies.

3.3.4.6 SUBTASK 4.6 Watershed Assessments

The PMC will assist SFPUC planning staff to refine and update the previously completed Bayside and Westside Urban Watershed Assessment (UWA) studies and continue to evaluate and update, as necessary. For all eight watersheds, the UWA update will include geography, topography, land-use development, historical creeks, surface drainage issues, climate-change driven hydrology, system hydraulics, existing green space, opportunities for groundwater recharge, water quality benefits, opportunities on private and SFPUC property and in the right-of-way.

The revised UWA deliverables will include updated maps, watershed challenges and opportunities that can be prioritized during the planning of other collection system, and treatment facility projects to identify co-benefits with other projects. The revised UWA will identify and prioritize green infrastructure, low-impact designs, surface, and sub-surface detention basins, creek daylighting, large nature-based solutions for floodable spaces, building retrofits, land-use changes, and other innovative stormwater management technologies for citywide flood and climate resilience.

The revised UWA will also identify new policies, innovative programs, innovative financing and funding strategies, and potential partnerships with other City agencies, the design and development community, philanthropic and third-party partners to improve stormwater management and flood resilience within the eight watersheds.

The PMC will support SFPUC staff in developing an equitable engagement strategy, including focus groups, research on community needs, public meetings, workshops, and messaging for the early identification and development of project opportunities identified in the revised UWA.

The PMC will support SFPUC staff in taking their city-wide stormwater strategy and creating a public-facing plan explaining the programs, policies, and projects. The document will include long-term goals, recommended nearer-term projects, performance, cost benefits, and ultimate expected performance of the watershed.

The PMC will support SFPUC staff in updating cost and performance thresholds for green infrastructure and articulate their relationship to other overarching WWE goals, including rate and volume reduction targets.

3.3.4.7 SUBTASK 4.7 Evaluation of Climate Change Drivers to the System and Revisions to Adaptation Plans

The PMC will support the City in evaluating the changes to climate factors, including precipitation, groundwater, sea-level rise and storm surges, and their impacts to the wastewater infrastructure. The major sub-tasks under this task include but are not limited to:

- Analysis and review of the SFPUC's design storm and design boundary conditions (i.e., tide) assumptions to be updated every five years.
- Utilize latest science to evaluate changes in the precipitation patterns and develop future design storms for a range of different global warming scenarios.
- Utilize data and models to evaluate the change in groundwater levels for a range of different global warming scenarios.
- Support the SFPUC in continuously evaluating the impacts to the wastewater collection and treatment systems, in San Francisco and including Treasure Island, due to changing precipitation patterns, changing groundwater levels, rising sea levels, and storm surge events.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc.,, review design criterion and guidelines for the planning and designing the future WWE facilities. Continue to support the SFPUC staff with adaptive management of the wastewater infrastructure facilities.
- Review and regularly update Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, WWE Sea Level Rise Design Guide, WWE Sea Level Rise Checklist as requested by City staff.
- Provide technical expertise/research on adaptation and mitigation plans prepared by other large coastal wastewater utilities for treatment facilities and collection system, long-term financing, and planning activities developed by other agencies.
- Support the City in evaluating the need for a Joint Benefits Authority (JBA) to plan and design citywide resilience programs or projects. Support SFPUC staff in developing pilot

programs for JBA, including presentations to executive management, planning, and scoping the JBA.

- Support City staff in submitting grant applications that will fund the planning, design, or construction of Citywide flood or climate resilience projects.

3.3.4.8 SUBTASK 4.8 Design Standards Review and Recommendation

The PMC will support the SFPUC staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all wastewater assets.

CIP Design Standards will include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting and controls standards, odor control/air change standards, and/or material standards.

The PMC will support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards. The PMC will provide subject matter technical experts with experience in water and wastewater utilities.

The PMC will support SFPUC staff to update or develop new design standards, guidelines, and specifications for green infrastructure and low-impact design projects or programs. Existing SFPW and SFPUC design standards will be reviewed and updated.

The PMC will support SFPUC staff to update or develop new design standards for WWE communications (duct banks/fiber optics, radio, and servers), security, and wireless data acquisition and processing.

The PMC will support SFPUC staff in reviewing and revising the existing Division 1 specifications used in WWE capital improvement contracts for issues that are unique to WWE to ensure they are clear, including permit and operating restrictions, seasonal (dry vs. wet) requirements for treatment and collection system facilities, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. The PMC will support SFPUC staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to WWE are included as appropriate.

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

3.3.4.9 SUBTASK 4.9 Technology Transfer and Training

The PMC will work with SFPUC's WWE Technical Training and Education Center (WWETEC) and WWE senior staff to identify knowledge gaps associated with the implementation of CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include low- impact design, asset management, specialized hydraulic modeling, pump station upgrades, program controls, program management or other project areas that could be designed by the SFPUC.

3.3.4.10 SUBTASK 4.10 Condition Assessment Support

Baseline condition assessments will be required for the majority of wastewater asset classes to assess their current condition and remaining lifespan. This will provide information to inform the prioritization and validation (scope, schedule, sequence of elements, and cost) of capital projects. The PMC will coordinate condition assessments with WWE staff and document the investigation to establish the condition of each major asset in accordance with Tactical Asset Management Plans (TAMPs) developed by asset class. Each process and function will be evaluated based on its ability to meet current and future performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation, and controls capabilities. A complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards will be developed. Asset condition data from the assessments will be documented in WWE's database of record for asset data (Maximo). The condition assessments (desktop and field) will be conducted in coordination with WWE, San Francisco Public Works as appropriate, SFPUC Project Managers, and other SFPUC staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific CIP projects. All condition assessments will utilize SFPUC data, if available provide details on deficiencies, remaining lifespan, capital cost and prioritization.

3.3.4.11 SUBTASK 4.11 Emerging Technologies Review and Utility Expertise

The PMC will support the SFPUC in investigating new technologies being considered for inclusion in CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. The PMC will assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC will provide information on the application and performance at other Wastewater agencies. The PMC shall develop anticipated capital and operations and maintenance costs for new technologies being considered. The PMC will be required to develop white papers that detail what the technology is, where it is being used, the level of maturity of the technology, the pros and cons, and the risks and mitigation strategies necessary to enable the technology to be utilized by the WWE. The white papers will

include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

3.3.4.12 SUBTASK 4.12 Value Engineering

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

3.3.4.13 SUBTASK 4.13 Independent Technical Reviews and Input

The PMC will review the CIP planning and design documents for clarity, consistency, and constructability. The PMC will recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC will provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, treatment, energy, pump stations, trenchless gravity sewer pipelines construction, tunneling, geotechnical, green infrastructure, biosolids, or other topics related to the CIP. The independent experts and/or TAP qualifications will be evaluated by the Program Director or designees.

3.3.4.14 SUBTASK 4.14 Building Information Modeling and Asset Digitization

The PMC will support delivery of the CIP by providing Building Information Modeling (BIM) services to Infrastructure and WWE. Digitization of WW facilities is an ongoing effort as part of the WWE asset management approach to support planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC will support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

3.4 City Staff Responsibilities

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

- Infrastructure's Program Director is responsible for the overall delivery of the CIP and ensures that the projects recommended within the CIP help achieve the endorsed LOS goals.
- The SFPUC PMB will provide project management services.
- The SFPUC Program Controls Group will provide program level controls services.
- The SFPUC EMB will provide project engineering and engineering design support services with a combination of City staff including SFPW as required, during the planning, design, pre-construction and construction phases of projects.
- The SFPUC EMG will provide City staff to perform environmental management services.
- SFPUC Construction Management Bureau will provide construction management services.
- SFPUC Wastewater Enterprise Liaison(s) are assigned at the start of projects to provide criteria and input as-needed.

3.5 General Obligations

- The CIP work will be implemented in accordance with SFPUC Infrastructure Division's Capital Improvement Plan Procedures.
- All documents that PMC generates as part of the program/projects included in this RFP must be in conformance with SFPUC standards and formats. PMC must submit all deliverables, depending on type, separately in draft and final document format. PMC must address all comments and/or issues raised during the review of draft documents in the final documents.
- Throughout delivery of the CIP and all project phases, PMC shall collaborate with the SFPUC Program team and Project Teams.
- PMC shall develop and maintain a schedule indicating the critical path for Task Orders.
- PMC shall submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two (2) weeks of date of meetings.
- PMC shall submit monthly progress reports, within five (5) calendar days after the end of each month.
- The following Key/Lead Team Members must be able to attend in-person meetings as-needed:
    - Program Management Advisor (PMA)
    - Deputy Program Management Advisor (DPMA)
    - Pre-Construction Technical Advisor (PCTA)
    - Program Quality Assurance Manager (PQAM)

    - Lead Cost Estimator (LCE)
- The following Other Team Members must be able to attend in-person meetings as-needed:
    - Process Engineering Manager (PEM)
    - Collection Engineering Manager (CEM)
    - Diversity, Equity and Inclusion (DEI) Specialist

4 Minimum Qualifications

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

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

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

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

- The Prime Proposer or Lead JV Partner must either (i) have been in business for a minimum of twenty (20) years providing Program Management, Planning, Design, and Pre-Construction Management services for water or wastewater infrastructure capital programs; OR (ii) have been in business for ten (10) years providing water or wastewater Program Management Services AND have an owner, partner, or principal officer responsible for making administrative and business decisions on behalf of the firm, with a minimum of twenty (20) years' experience providing Program Management, Planning, Design, and Pre-Construction Management services for water or wastewater infrastructure capital programs; AND
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, Program Manager where it was responsible for management of a programmatic team on at least three (3) complex water or wastewater infrastructure programs, each with a value of $500 Million or more, within the last twenty (20) years; at least one (1) of the three (3) projects must clearly demonstrate experience in wastewater infrastructure capital programs with a value of $500 Million or more (see below table for project construction value of at least $500 Million, escalated by 2.5% per year, compounded annually); AND

Year of Completion	Minimum Value of Project
2002	$305,135,471
2003	$312,763,858
2004	$320,582,955
2005	$328,597,529
2006	$336,812,467
2007	$345,232,778
2008	$353,863,598
2009	$362,710,188
2010	$371,777,943
2011	$381,072,391
2012	$390,599,201
2013	$400,364,181
2014	$410,373,285
2015	$420,632,618
2016	$431,148,433
2017	$441,927,144
2018	$452,975,322
2019	$464,299,705
2020	$475,907,198
2021	$487,804,878
2022	$500,000,000

- The Prime Proposer or Lead JV Partner must demonstrate experience working with California wastewater and stormwater issues, regulations, and stakeholder concerns.

The Lead JV Partner must demonstrate proven experience in managing and leading.

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

- The Non-Leading JV Partner must either (i) have been in business for a minimum of fifteen (15) years providing Program Management, Planning, Design, and Pre-Construction Management for water or wastewater infrastructure capital programs; OR (ii) have been in business for five (5) years providing water or wastewater Program Management Services AND have an owner, partner, or principal officer responsible for making administrative and business decisions on behalf of the firm with a minimum of

fifteen (15) years' experience providing Program Management, Planning, Design, and Pre-Construction Management services for water or wastewater infrastructure capital programs; AND

- The Non-Lead JV Partner must have experience as a Prime or JV Partner who has managed a programmatic team on at least two (2) water or wastewater infrastructure programs, each with a value of $300 Million or more, within the last twenty (20) years (see below table for project construction value of at least $300 Million, escalated by 2.5% per year, compounded annually); AND

Year of Completion	Minimum Value of Project
2002	$183,081,283
2003	$187,658,315
2004	$192,349,773
2005	$197,158,517
2006	$202,087,480
2007	$207,139,667
2008	$212,318,159
2009	$217,626,113
2010	$223,066,766
2011	$228,643,435
2012	$234,359,521
2013	$240,218,509
2014	$246,223,971
2015	$252,379,571
2016	$258,689,060
2017	$265,156,286
2018	$271,785,193
2019	$278,579,823
2020	$285,544,319
2021	$292,682,927
2022	$300,000,000

- The Non Leading JV Partner must demonstrate experience working with California wastewater and stormwater issues, regulations, and stakeholder concerns.

4.2 Subcontractor Qualifications

To qualify as a **Subcontractor** that will provide key/lead team members for technical services described in this RFP, the Subcontractor(s) must possess at a minimum the following:

- The Subcontractor providing key/lead team members must either (i) have been in business a minimum of five (5) years providing the same type of services as the tasks for which the Subcontractor is providing key/lead team members; OR (ii) have been in business for one (1) year providing water or wastewater Program Management Services AND have an owner, partner, or principal officer responsible for making administrative and business decisions on behalf of the firm with a minimum of five (5) years' experience providing the same type of services as the tasks for which the Subcontractor is providing key/lead team members; AND
- A subcontractor providing one of the key/lead positions (i.e. Program Management Advisor, Pre-Construction Technical Advisor, etc.) as part of a programmatic team must have either (i) experience on at least one (1) water or wastewater infrastructure program, with a value of $300 Million or more; OR (ii) have an owner, partner, or principal officer that fulfills this experience.

To qualify as a **Subcontractor** that will provide support staff for technical services described in this RFP, the Subcontractor(s) must possess at a minimum the following:

- The Subcontractors providing support staff or technical/business services must either (i) have been in business for a minimum of five (5) years providing services in one of the technical/business fields required under the scope of services (i.e. Cost Estimating, Technical Reviews, etc.); OR (ii) have been in business for a minimum of one (1) year providing services in one of the technical/business fields required under the scope of services AND have an owner, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five (5) years of experience in the technical/business field required under the scope of services for which the Subcontractor is being proposed.

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

4.3 Key/Lead Team Member Qualifications

The following are required qualifications for key/lead positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL key/lead team members must have been employed by their respective firm for at

least six (6) months prior to the date that proposals are received by the SFPUC for this RFP. The City reserves the right to verify information regarding employment. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to support the WWE CIP in a Program Management capacity, and propose individuals who meet the specific qualifications highlighted in this section. All key/lead team members must be able to attend in-person meetings as-needed (with the exception of the Program Quality Assurance Manager (PQAM) and Lead Cost Estimator (LCE)). All proposed substitutions of key/lead personnel during the contract term will be subject to approval by the Program Director.

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

A. Program Management Advisor (PMA)

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

- A minimum of twenty (20) years of Capital Planning and Delivery experience, including at least five (5) years of Program Management experience on a $500 Million, or greater, water or wastewater capital improvement program, within the last 15 years, that has progressed through 100% Design and commenced Construction;
- The PMA must have experience managing a program management team integrated with City-staff, in a government-public sector environment, in the role of Program Advisor;
- The PMA must demonstrate their experience managing an infrastructure program where existing aging infrastructure remained in continuous operation;
- The PMA must have experience serving as the Program Manager for a wastewater capital improvement program;
- The PMA must have experience working on a program in an urban setting serving a population of 500,000 or more;
- The PMA must demonstrate experience with trenchless linear pipeline construction, stormwater management, green infrastructure, and alternative delivery methods; AND
- The PMA must have experience in engaging the contracting community for broader outreach.

B. Deputy Program Management Advisor (DPMA)

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

- A minimum of ten (10) years of Capital Planning and Delivery experience, including at least three (3) years of Program Management experience on a $300 Million, or greater,

water or wastewater capital improvement program, within the last 10 years, that has progressed through 100% Design and commenced Construction; AND

- The DPMA must demonstrate experience in infrastructure capital program delivery while partnering with Disadvantaged Communities. A Disadvantaged Community is a community with an annual median household income that is less than 80 percent of the statewide annual median household income, as defined by the Water Code §79505.5 (https://oehha.ca.gov/calenviroscreen/sb535).

C. Pre-Construction Technical Advisor (PCTA)

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

- A minimum of twenty (20) years of Planning, Design, Engineering, and Construction experience on water or wastewater capital programs. The PCTA must have worked as an Engineering Manager on at least two (2) $500 Million, or greater, wastewater capital improvement programs, within the last 15 years, that has progressed through 100% Design and commenced Construction;
- An active professional engineering license in California is required;
- The PCTA must demonstrate experience working within wastewater regulatory and combined sewer system requirements and restraints;
- It is also required that the PCTA have experience with asset management and alternative delivery methods (such as Design-Build and CM at Risk); AND
- The PCTA should have experience in the role of the Pre-Construction Technical Advisor for a program with shutdown schedules, project sequencing, challenging permit requirements, and governing processes.

D. Program Quality Assurance Manager (PQAM)

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

- A minimum of twenty (20) years of Engineering, Design, and Quality Assurance management experience in the water or wastewater, industry;
- The PQAM must have worked as an Engineering Quality Manager on at least one (1) $300 Million, or greater, water or wastewater, capital improvement program;
- An active professional engineering license in California is required; AND
- Experience with wastewater facility plant start-up and commissioning is required;
- The PQAM must have experience working as part of an integrated (City & Contractor) team.

E. Lead Cost Estimator (LCE)

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

- A minimum of twenty (20) years recent experience in cost estimating, cost engineering, or cost controls, on at least two (2) $300 Million, or greater, wastewater treatment capital improvement programs; including, at least five (5) years' experience with treatment plants, collection system facilities including gravity sewers (including circular and irregular cross sections up to 109" diameter), interceptors, tunnels, outfall structures and pump station projects;
- A baccalaureate degree in Engineering, Construction Management, Business Administration, or relevant discipline from an accredited institution;
- One or more certifications: a Certified Cost Engineer/Certified Cost Consultant (CCE/CCC) from the various industry related associations such as, the Association of the Advancement of Cost Engineering (AACE), a certified Planning & Scheduling Professional (PSP), or other similar certifications [e.g. Certified Construction Manager (CCM); Project Management Professional (PMP)] from other relevant industry associations [e.g. Construction Management Association of America (CMAA); Project Management Institute (PMI)]; AND
- Experience working as part of an integrated (City & Contractor) team to develop programmatic cost estimates for a program with multiple projects occurring over a period of time greater than 5 years.

All Key Team Members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

4.4 Other Team Member Qualifications

The following are required qualifications for other positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL other team members must have been employed by their respective firm for at least six (6) months prior to the date that proposals are received by the SFPUC for this RFP. The City reserves the right to verify information regarding employment. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to support the WWE CIP in a Program Management capacity, and propose individuals who meet

the specific qualifications highlighted in this section. All proposed substitutions of key/lead personnel during the contract term will be subject to approval by the Program Director.

The specific qualification requirements for other positions are delineated below:

A. Process Engineering Manager (PEM)

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

- A minimum of twenty (20) years of Process Engineering, Planning, Design, and Construction experience in the wastewater industry;
- The PEM must have worked as a Process Engineering Manager on at least one (1) $300 Million, or greater, wastewater treatment capital improvement program;
- The PEM must have an active professional engineer license in California; AND
- The PEM must have experience as the lead/senior process engineer supporting a capital improvement program for a combined system in an urban setting serving a population of 500,000 or more.

B. Collection Engineering Manager (CEM)

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

- A minimum of twenty (20) years of combined Collection System Engineering, Planning, Design, and Construction experience in the wastewater industry;
- The CEM must have worked as an Engineer/Utility Manager on at least one (1) $300 Million, or greater, wastewater collection system capital improvement program;
- The CEM must have an active professional engineer license in California;
- The CEM must have experience as the lead/senior engineer in support of a capital improvement program for a combined system in an urban setting serving a population of 500,000 or more, including expertise in combined sewer systems, evaluation and permits, operating strategies, planning, design, and construction, and monitoring and treatment; AND
- It is required that the CEM will have performed analyses on combined systems, combined sewer discharges, and have experience in Watershed Assessments and Green Stormwater Infrastructure.

C. Diversity, Equity and Inclusion (DEI) Specialist

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

- A minimum of seven (7) years experience integrating infrastructure capital program delivery with policies similar to SFPUC's Environmental Justice Policy and Racial Justice Resolution described in Section 2.2; AND
- The DEI Specialist must have supported at least one other public agency or municipality with DEI work.

D. Value Engineering Specialists

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

- A minimum of fifteen (15) years Engineering/Construction experience on wastewater projects including at least five (5) years' experience in value engineering for wastewater and stormwater pump stations, treatment plants, and tunnels.

E. Engineering Specialists for Alternatives Analysis and Program Technical Support

To qualify as the Engineering Specialists for Alternatives Analysis and Program Technical Support for this Agreement, an individual must possess the following:

- A minimum of fifteen (15) years of design experience on wastewater treatment, or wastewater/stormwater collection projects with at least five (5) years' experience in a project engineer position having responsibility for conceptual or feasibility level engineering work; AND
- These specialists must have experience in the Planning, Design, and Implementation phases of wastewater projects. Experience should be demonstrated in the areas of wastewater system condition assessment; program validation; watershed assessments; and development of project sequence, interrelationships and shutdown schedules.

F. Climate Change Specialist

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

- A minimum of ten (10) years' experience with Climate Change resources and oversight bodies for infrastructure and wastewater system projects; AND
- The Climate Change Specialist must be a published recognized expert in their field. They must have supported other public agencies and municipalities in Climate Change assessment and in the development of adaptation plans for infrastructure.

G. Technology Transfer and Training Specialist

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

- A minimum of fifteen (15) years recent Engineering/Construction experience on wastewater projects including at least five (5) years' experience in Technology Transfer and Training for wastewater and stormwater pump stations, treatment plants, and conveyance systems.

H. Asset Management Integration Specialist

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

- A minimum of fifteen (15) years recent Engineering/Construction experience on wastewater projects including at least five (5) years' experience in Asset Management Integration for wastewater and stormwater pump stations, treatment plants, and conveyance systems.

I. Building Information Modeling Specialist

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

- A minimum of fifteen (15) years recent Engineering/Construction experience on wastewater projects including at least five (5) years' experience in Building Information Modeling for wastewater and stormwater pump stations, treatment plants, and conveyance systems.

5 Proposal Response Format

5.1 Proposal Submission

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

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

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid ("Proposal Response Form"). Please refer to the SFBid website and click the "Submit Proposal" button to view and complete the full Proposal Response Form. Proposers are prohibited from using the "Make Link" or "Add Image" features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following:

5.2.1 Contact Information and Commitments

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

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

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-606) (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to acknowledge and respect all SFPUC Policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco; and
- Proposer agrees to keep its SIP Commitments offer (as specified in its SIP Submittal portion of its Proposal) open for the SFPUC's acceptance until such time as the

Agreement is finally awarded and approved as required by law (see Section 7.4) unless the SFPUC rejects all proposals before award.

- Proposer acknowledges and understands the following, if submitting a voluntary SIP Submittal:
    - SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC;
    - Commitments must support nonprofit, educational or related activities;
    - Commitments must be delivered at no cost to the SFPUC;
    - Commitments shall not go to, nor benefit any City department or employee;
    - Commitments shall not be passed down to subcontractors or as a requirement in competitively bid Trade Bid Packages (if required);
    - Commitments are separate from and in addition to any regulatory or legal requirements related to the Contract;
    - Total commitments listed in SIP Commitments Table 1 in the Agreement are binding;
    - Only activities commenced after the Notice of Contract Award (NCA) for this Agreement is issued will count towards the fulfillment of Proposer's SIP Commitments;
    - Proposer commits to the Terms and Conditions set forth in this section and in the Contract; and
    - Proposer commits to complying with SFPUC's reporting requirements.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

- Includes a brief overview of the Proposal's principal elements,
- Demonstrates an understanding of the WWE CIP objectives and how PUC.PRO.0179 will provide support to meet those objectives, and
- Describes the Proposer's approach for carrying out the scope of services.

5.2.3 Qualifications Summary

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

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

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

5.2.4 Reference Projects

Proposer should provide descriptions of a total of five (5) most recent professional services programs previously managed by the Prime Proposer or JV Partners within the last twenty (20) years, which must be of the type and scope of services specified in this RFP. If a JV, three (3) reference projects must be from the Lead JV Partner and two (2) reference projects must be from the Non-Lead JV Partner, as required under the minimum qualifications set forth in Section 4.1, above.

For Prime Proposers and Lead JV Partners, at least three (3) of the reference projects must be complex water or wastewater infrastructure programs, with a value of $500 Million or more (reference Section 4.1 for project value table), and at least one (1) of the three (3) projects must clearly demonstrate experience in complex wastewater infrastructure capital programs with a value of $500 Million or more (reference Section 4.1 for project value table);

For the Non-lead JV Partners, at least two (2) reference projects are complex water or wastewater infrastructure programs, with a value of $300 Million or more (reference Section 4.1 for project value table).

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

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the Contractor performed services;
- Project costs (Prime (or JV Partner's) consulting fee received to date, anticipated consulting fee and total program/project construction cost);
- Proposer's role and responsibilities in the project;

- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members being proposed for PRO.0179 who worked on the project; and
- Client name, reference, and contact info.

5.2.5 Work Approach

Proposer must describe its overall work approach to successfully provide the various Program Management Services outlined in this RFP. Using the Scope of Services to be provided detailed in Section 3, specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for Task 2 Strategic Capital Planning, including but not limited to adaptive management within a rolling 10-year CIP and the integration of asset management principles;
- Approach for Task 3 Capital Program Delivery, including but not limited to risk management and cost estimating;
- Approach for Task 4 providing Project Technical Support, including but not limited to Preliminary Project Scoping and Development and Building Information Modeling/asset digitization;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Approach to integrating environmental justice and diversity, equity and inclusion (DEI) with infrastructure capital program delivery services provided under this contract (these efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin);
- Team organization, approach for integration of PMC and City staff, and proposed internal (within consulting team) and external (including City Departments) reporting relationships; and
- Location where the work is to be managed and location where each component of the work is to be performed.

5.2.6 Team Members

Provide the role, responsibilities, qualifications, and company affiliation of every Key/Lead Team Member and Other Team members on the Proposer team who will perform the services outlined in this RFP (Sections 4.3 and 4.4). Discuss team members' background and experience in order to demonstrate experience and skills necessary to perform the work successfully.

Identify staff who will serve as the Key/Lead Team Members and Other Team Members, as specified in Sections 4.3 and 4.4 of this RFP. Proposer must clearly demonstrate that all Key/Lead Team Members and Other Team Members meet all the minimum qualification requirements outlined in Sections 4.3 and 4.4. Upload resumes, where indicated in the Proposal Response Form, for each Key/Lead Team Member and Other Team Members, so that the Selection Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully.

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

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP for all Key/Lead Team Members (Section 4.3) and Other Team Members (Section 4.4). This evidence of required project experience should be listed within the team member's Resume or within the Qualifications Summary section for Key/Lead Team Members.

5.2.7 Team Organization Chart

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

5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix E of this RFP and entitled “Proposer Commitment Matrix” completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (Fee Schedule, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

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

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

5.2.9 Fee Schedule

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

Proposers must use the Fee Schedule Template, provided as an Excel file in Appendix B, to prepare their Fee Schedule. The Fee Schedule must include the hourly billing rate for each staff member for the Prime Proposer (or JV Partners) and all Subcontractors expected to work on the Project.

A. Applicable Rates/Tasks

All Proposals must provide 2022 billing rates. The Contractor will only be allowed to escalate its 2022 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

The maximum billing rate for key/lead staff and any Technical Advisory Panel members is $300/hour, for all other staff the maximum billing rate is $270/hour.

It is within sole discretion of the SFPUC to reject any proposal that does not comply with the Fee Schedule requirements.

All costs to manage and administer the services under the Agreement must be included in each firm’s hourly billing rate. Only individuals who are assigned to the proposal or have been approved by the SFPUC Program Director to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Rates and Markups

The Proposer’s billing rates provided in the Fee Schedule will be non-negotiable during the Agreement award process and for the duration of the Agreement. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm’s hourly biling rate must not exceed the maximum billing rate of $300/hour for key/lead staff and any Technical Advisory

Panel members and the maximum billing rate of $270/hour for all other staff. The maximum billing rate will also apply to all amendments to the Agreement.

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

Markups are limited to 5% of Subcontractors' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subcontractors are not allowable.

C. Other Direct Costs

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

The following items will be eligible for reimbursement as ODCs:

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

insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.

- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Contractor's home office to SFPUC facilities or to Moccasin when not requested by SFPUC;
- Travel for all Key/Lead Members and Other Team Members to attend in-person meetings;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.10 Diversity, Equity, and Inclusion Submittal

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

The Diversity, Equity, and Inclusion submittal, if submitted must be uploaded in PDF format in SFBid proposal response form.

5.2.11 SIP Commitments Submittal

5.2.11.1 Introduction

The SFPUC is committed to being a good neighbor to all San Francisco residents and to mitigate impacts on those who live near or are directly affected by its projects and facilities. The SFPUC encourages Proposers to make voluntary commitments to deliver concrete positive benefits to communities impacted by SFPUC projects and facilities.

The SFPUC encourages Proposers to commit to delivering concrete positive SIP Commitments to communities served by the SFPUC and/or impacted by its operations. The Proposer's SIP Commitments, if any, in the form of financial contribution or volunteer hours, shall directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC. SIP Commitments shall not go to, nor benefit any City department or employee.

Additional resources and background information on the SIP Program can be found at www.sfpuc.org/socialimpact and in Appendix D, Social Impact Partnership Supporting Documents.

5.2.11.2 Instructions for the SIP Submittal

The SFPUC invites Proposers to voluntarily submit a Social Impact Partnership Submittal ("SIP Submittal"), detailing proposed SIP Commitments, which will become contractual obligations upon contract award and BOS approval of the Agreement, if the BOS approves inclusion of SIP in this contract.

A SIP Submittal may not exceed five (5) pages with minimum of 10-point font and at least one-inch margins. Each SIP Submittal must include the name of the Proposer and the title of the RFP on each page. Each required section of the SIP Submittal proposal must be clearly marked. The Social Impact Partnership Summary Commitments Table can be on an 11x17 page in PDF.

The SIP Submittal must include the following sections:

a. **SIP Work Approach**
b. **Project Team Organization**
c. **SIP Commitments Table**
d. **Performance Measures, Accountability, and Deliverables**

Proposer's SIP Submittal is incorporated by reference in the Agreement. The selected Proposer shall deliver all of the SIP Commitments, consistent with all of the terms of its Submittal (including Work Approach, Project Team and Organization, and Accountability). Where and if there are any conflicts or discrepancies between the language in this section and the Submittal, the terms of the language of this section shall prevail as the final understanding and agreement between Proposer and the SFPUC.

The SFPUC does not require Proposers to include a SIP Submittal; however, SIP proposals, if any, will become contractual obligations for the Contractor. Proposers that include a SIP Submittal in their proposals will be eligible to receive bonus points as described in the Evaluation and Selection Criteria (refer to RFP Section 6.2).

5.2.11.3 SIP Work Approach

A. The proposed SIP Commitments must include a description of the Proposer's overall SIP delivery approach, and how its SIP activities will be structured as a part of a cohesive and integrated plan.
B. The Proposer's SIP Commitments must describe measurable, quantifiable, and positive outcomes to the community or communities impacted by the Project that meet a demonstrated community need(s).
C. Any voluntary SIP Commitments to which the Proposer commits must benefit the community, neighborhood, and/or residents impacted by the Project, especially in the area where the work of will be performed. This Project will be concentrated in [NAME specific neighborhood or region (ex. The Southeast sector of the City)].
D. The SIP Commitments must describe and/or identify the nonprofit or educational organization(s) with which the Proposer intends to partner along with proposed programs or strategies that have a demonstrated track record of successful outcomes. All SIP Commitments must support nonprofit, educational or related activities. SIP Commitments may not go to or benefit any City department or employee. SIP Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g., local hire, LBE requirements, environmental mitigation, etc.). The Proposer may not – directly or indirectly – pass on to the City the costs of performing its SIP Commitments. The Proposer itself must bear the entire cost of meeting its SIP Commitments.
E. Proposers may propose to deliver SIP Commitments in one or more of the four following categories:
    i. <u>Job Exposure, Training and Internships</u>
        1. The SFPUC understands the importance of building a diverse and skilled pool of workers for the twenty-first century. Job exposure, training, and internship strategies that Proposers may wish to consider are: (1) recruit

local residents; (2) manage individual cases; (3) remove barriers to employment and provide support services; (4) provide soft skills training; (5) train individuals for technical skills via California State-approved apprenticeship programs and community-based organizations; and (6) develop and build the worker pathways to meet State and City-mandated workforce and contracting requirements.

2. There is an opportunity in San Francisco neighborhoods for Proposers to partner with construction trade unions and community-based nonprofit organizations that can provide job exposure, training and internship strategies and can assist with efforts to identify workers, remove barriers to employment, provide support services, train, and refer workers to job opportunities.

ii. Small Business Support

1. Proposers may wish to consider SIP Commitments supporting small, local businesses in the communities adjacent to the project. Small business support strategies to consider may include: (1) training, mentoring, and/or technical assistance for small, local contractors and consultants in elements of how to conduct business in the construction and professional service industries, especially for public contracting opportunities; (2) training, mentoring and/or technical assistance and support for small, local retail businesses; and (3) supporting the development or capacity of new small, local businesses.

iii. Education

1. Proposers may wish to consider educational strategies that promote science and engineering education in disadvantaged communities through partnerships with local educational non-profits and schools that take into consideration the priorities of the local school district. Education strategies to consider may include: (1) supporting the development of ecoliteracy curricula and teacher professional development in local public schools for grades K-12; (2) “adopting” a local school with Proposer providing focused support and resources; (3) engaging the Proposer’s professional staff as volunteers who promote a culture of science, technology, engineering, mathematics, and civic engagement by serving as mentors to students, tutoring, or making presentations in classrooms; and (4) funding scholarship awards for students to attend college or other learning experiences for youth and young adults.

iv. Environment and Community Health

1. Proposers may wish to consider strategies to address environmental justice disparities, improve health outcomes in the community, and support the continued presence of long-term residents and businesses in the community. Environmental and community health strategies may include supporting: (1) community gardens, urban farms, greenhouses, or other innovative urban agriculture initiatives that educate students and residents in food deserts about sustainability practices, such as rainwater harvesting or use of native, drought-tolerant plants; (2) health and wellness programs or projects that promote access to mental health professionals in schools or resources for community organizations to carry out air pollution monitoring in neighborhoods facing health disparities; and (3) programs that promote healthy food access for residents that lack access.

5.2.11.4 Project Team Organization

The SIP Commitments must include a description of the Proposer's overall approach to fulfilling its SIP obligations. This should include the name of each team member who will be responsible for implementing the SIP Commitments and the following information for each team member: (a) qualifications, (b) specific responsibilities, (c) decision making authority, and (d) relevant contact information, including phone number and email address. The Proposer must identify a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the SIP Commitments, provide fiduciary oversight, and ensure that the proposed SIP activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all SIP activities.

5.2.11.5 SIP Commitments Table

The Contractor may deliver SIP Commitments either by (A) making direct financial contributions, or (B) providing volunteer hours, which make a significant, positive community impact.

A. Direct Financial Contributions
Contractor's financial contributions may include: (1) funding for the planning and implementation of programs that benefit local communities in the aforementioned program areas, including but not limited to soft skills training to prepare workers for employment, technical skills training for certification in partnership with trade unions or technical assistance for small businesses; (2) providing direct payment

funding for program participants, such as stipends for internships and training programs, scholarships, and childcare expenses; (3) funding to provide ongoing and long-term benefits, such as a science maker's space or software licenses at a public school. All financial contributions must go directly to non-profit or educational organization(s) other than the City. Provide the dollar amount for SIP Commitments in the SIP Commitments Table below.

B. Volunteer Hours

The Proposer may commit to providing volunteer time for its employees to deliver services that will achieve the intended outcomes of its SIP Commitments. All volunteer hours must support non-profit or educational organization(s) other than the City. Provide the number of volunteer hours committed to the delivery of services intended to achieve the outcomes listed in the SIP Commitments table below. A standardized and fixed rate of $150/hr for each individual may be used to quantify the value of volunteer hours.

C. SIP Commitments Summary

Please provide a summary of the proposed SIP Commitments over the life of the contract using the table below:

				(A)	(B)	(C)	(D)	(E)
	Social Impact Partnership Category	Strategies and Expected Outcomes	Timetable & Duration	Direct Financial Contributions	Volunteer Training Hours	Volunteer Hourly Rate	Total Value of Volunteer Hours (BxC)	Subtotal (A + D)
(1)	Job Exposure, Training or Internships			$	Hrs	$150/hr	$	$
(2)	Small Business Support			$	Hrs	$150/hr	$	$
(3)	Education			$	Hrs	$150/hr	$	$
(4)	Environment and Community Health			$	Hrs	$150/hr	$	$

	TOTAL			$	Hrs		$	$

5.2.11.6 Performance Measures, Deliverables, and Accountability

A. Performance Measures

The Contractor must perform SIP Commitments submitted in response to this RFP progressively during the Agreement term, commencing upon issuance of the NCA. If, at the time of Contract award, the Contractor has established programs in place that are consistent with the Social Impact Partnership areas described above, it may continue those programs as part of its SIP Commitments and receive credit for activities that are performed after the SFPUC issues the NCA. The Contractor cannot meet its SIP commitments under this Agreement through by meeting its obligations under previous contracts or contributiion made prior to issuance of the NCA. Implementation of Contractor's SIP Commitments shall not be dependent upon or necessitate any financial actions or decisions by the SFPUC.

B. Deliverables

The Agreement will require the selected Proposer that made SIP Commitments to perform the following obligations as its deliverables towards satisfying the SIP Commitments.

1) The Contractor must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the NCA. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Proposer's SIP Commitments.
2) The Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure Proposer completes the measurable commitments during the term of the contract) to the SFPUC SIP Program team. The progress reports must identify activities and detail the quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, the Proposer must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Proposer must

submit progress reports by the last business day of the month following the close of the previous three-month period.

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

C. Accountability

1) Proposers must provide detailed descriptions of accountability methods and measures that the SFPUC may use to measure actual delivery of the Proposer's SIP Commitments to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, Proposers must propose a process or mechanism by which the SFPUC can independently verify that the Proposers actually delivered the funds and/or provided the volunteer resources specified in their SIP Commitments.
2) The Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of Work on the Project. If the SIP Program Team determines that Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, the SFPUC may withhold from subsequent payments owed to Contractor for its Work on the Project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Proposer's Project Work.
3) During the term of the contract, if the Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work it shall be deemed a material breach of contract.
4) If the Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments, which amount SFPUC may reasonably determine in its sole discretion. The SFPUC shall hold any such funds in a separate

account to be distributed to the intended beneficiaries as outlined in the SIP Commitment Submittal or utilized solely for community grants at the discretion of the SFPUC. If, at the end of the Contract, Contractor has not completed its SIP Commitments and there remains insufficient contract funds for the SFPUC to withhold the full amount of the deficiency, Contractor shall pay the SFPUC promptly the amount that the SFPUC determines to be the remaining deficiency upon written demand by the SFPUC. In addition, said Contractor shall not be eligible to earn SIP Commitment bonus points on any subsequent SFPUC procurements for a two-year period following contract completion.

5) Additionally, if the Contractor fails to perform any of itse SIP Commitments, the Contractor shall be liable for liquidated damages on this Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined during the evaluation detailed below.

D. No Cost Reimbursement for Delivery of SIP Commitments

Although fulfilling SIP Commitments is a deliverable task if the Contractor included SIP Commitments with its Proposal, it is non-compensable. A Proposer shall not allot or include any hours or dollars in its costs for this Project in order to perform or deliver the voluntarily proposed SIP Commitments. If the Proposer commits any funds to delivering the SIP Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Proposer commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention.

The Contractor's provision of SIP Commitments does not entitle it to receive additional work beyond that specified within the Contract. The representations, warranties and other terms contained in this SIP Commitments section have been designated by Proposer as the basis for a SIP Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

5.2.12 CMD Local Business Enterprise Forms

All proposals submitted must include the completed CMD Local Business Enterprise (LBE) Forms (CMD Attachment 2). Attach the completed CMD LBE Forms included in Appendix F: Form 2A, Form 2B, Form 3, and Form 5.

5.2.13 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix G. See RFP Section 9.2 for more information.
2) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices H, I, and J respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
3) Chapter 12X Certification, included in Appendix K.
4) Release of Liability Form included in Appendix L.

6 Evaluation and Selection Criteria

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

6.1 Initial Review

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

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

6.2 Overall Evaluation Process

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

Technical Written Proposal	645
Oral Interview	350
Diversity, Equity, and Inclusion Submittal	5
TOTAL	**1000**
SIP Submittal – Potential Bonus Points	50
TOTAL with SIP Bonus Points	**1050**

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

The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or other public entities. A separate panel ("Social Impact Partnership Panel") will evaluate any voluntary SIP Commitments (see Section 6.2.4). SFPUC/City will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any of the Selection Panels.

Proposers must obtain a minimum score of three hundred and eighty-seven (387) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than 60% on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top three (3) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Technical Written Proposal Evaluation

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	160
Key Team Member and Other Team Member Qualifications	4.3, 4.4 and 5.2.6	180
Reference Projects	5.2.4	110
Work Approach	5.2.5	160
Proposer Team Organizational Chart	5.2.7	35
	Total Points:	**645**

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

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

6.2.2 Diversity, Equity and Inclusion

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

6.2.3 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposers' team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers' key team members and to exclude, for example, Subcontractors on multiple teams, or individuals not listed in the Technical Written Proposal. The SFPUC also reserves the right to disallow substitution of Team Members invited to participate in the oral interviews.

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

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

6.2.4 SIP Commitments; Potential Bonus Points for Social Impact Partnerships

Members of the Social Impact Partnership Panel may include: SFPUC officials and staff and other public entity officials and staff with expertise in positive community impacts as determined by the SFPUC. The Social Impact Partnership Panel will be a separate panel from the technical selection panels. Please refer to Section 5.2.11 for additional instructions.

Each Social Impact Partnership Panel member will individually score SIP Commitment Submittals, considering the degree to which commitments and work approach will deliver

measurable and quantifiable positive outcomes. Panelists will be impartial, have knowledge of and experience with about the SIP program, and reflect the diversity of the City and County of San Francisco. The SFPUC will add any bonus points earned to the Proposer's score.

The Social Impact Partnership Panel will review and score each SIP Commitments Submittal, if any, based on the criteria set forth in the table below.

EVALUATION CRITERIA	RFP SECTION	POINTS
SIP Work Approach and Project Team Organization	5.2.11.3 and 5.2.11.4	Up to 0.5%
SIP Commitments (table) • Job Exposure, Training, or Internship • Small Business Support • Education • Environment and Community Health	5.2.11.5	Up to 4%
Performance Measures, Accountability, and Deliverables	5.2.11.6	Up to 0.5%
	Total Points:	**5%**

6.3 Final Scoring

The SFPUC will tabulate written proposal, DEI submittal, oral interview, and any SIP Bonus Points, and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners, subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, to award an Agreement to the highest-ranked Proposer.

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

SFPUC will issue a NCA after the selected Proposer obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to its terms and conditions. SFPUC will not negotiate the terms of the Agreement, including the billing rates listed in the submitted Fee Schedule. By submitting its proposal, Proposer agrees to the terms of the Agreement and agrees not to propose negotiation of any of its terms.

7.3 Agreement Administration

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

The City strictly prohibits the Contractor from commencing performance of work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Contractor prior to the City's issuance of an NTP.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of $129,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the Commission then adopts a resolution awarding the contract.

7.4 The SIP Provisions of this RFP and Any Resulting Contract(s) of this RFP are Conditioned upon Approvals Required Under the Campaign and Governmental Conduct Code Section 3.600, et seq.

The SFPUC Commission, in its sole discretion, may award this Agreement to the highest-scoring Proposer based on the total score including any SIP bonus points.

If the addition of the SIP bonus points is *not* the deciding factor in the determination of the highest-ranked Proposer, then the award shall be made with the provisions for the SIP program in the Request For Proposals and the contract conditioned on further approval(s), including approval by the San Francisco Board of Supervisors (Board), as required by the San Francisco Campaign and Governmental Conduct Code Section 3.600, *et seq*.

If the addition of the SIP bonus points *is* the deciding factor in the determination of the highest-ranked Proposer, then the award shall be conditioned on further approval(s), including approval by the Board, as required by the San Francisco Campaign and Governmental Conduct Code Section 3.600, *et seq*. If, under these circumstances, the Board does not approve the award, the SFPUC reserves the right to rescind the conditional award and award the contract to the highest-ranked proposer excluding the SIP bonus points.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers to notify the SFPUC promptly, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions, please refer to Section 1.2 of this RFP.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the SFBid website. SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. SFPUC will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. Questions received after the Deadline for Proposers to Submit Questions are accepted but responses are not guaranteedClick here to enter text..

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

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at http://www.sfgov.org/cmd.

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

8.3 Interpretation and Addenda/Change Notices

SFPUC will make any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the SFBid website.

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the SFBid website. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to

determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered. SFPUC staff will acknowledge receipt of any Objection(s) via email.

b) Objections must be delivered to: CAB@sfwater.org and to mng@sfwater.org

RE: **PUC.PRO.0179 Wastewater Capital Plan Delivery - Program Management Consultant**

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

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

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) The SFPUC will not consider Objections not received within the time and manner specified. A Proposer's failure to provide the City with a written Objection as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

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

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

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

8.7 Revision of Proposal

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

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

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

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

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

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

8.11 Sunshine Ordinance

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

8.12 Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the

Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

8.13 Reservations of Rights by the City

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

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

8.14 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

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

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is:

15%

The LBE subconsulting requirement is established below 20% due to the LBE availability data and a large amount of specialized work on this contract, such as specialist program management administration; strategic capital planning, including adaptive management, asset management, and triple bottom line processes on large capital infrastructure programs; specialist program implementation services (program safety, risk management, facilities planning, project labor agreement, quality control, and change management processes on large capital infrastructure programs); specialist project technical support services (watershed assessments, etc.)

Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subconsulting work on this Project is as follows:

MBE: 6.5%

WBE: 4%

OBE: 4.5%

This LBE subconsulting participation requirement is calculated as a percentage of the total value of the goods and/or services to be provided. The LBE subconsulting participation requirement can only be met with San Francisco CMD-certified Small or Micro-LBEs.

As referenced in Social Impact Partnership ("SIP") of this RFP, the Social Impact Partnership Commitment made by the Proposer is separate from and in addition to any other regulatory or other legal requirement related to this project. As a result, all work performed relating to the SIP Commitment planned and proposed by the Proposer cannot be utilized to satisfy the LBE subconsulting requirements for this project.

A Proposer shall not use optional tasks or ODCs to fulfill the LBE subconsulting participation requirement at the time of proposal.

Proposers are further advised that they may not discriminate in the selection of Subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

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

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D) and (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 1B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds by 35% of the established LBE subconsulting participation requirement for the Project, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E).

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2, and this RFP, will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of

contract. Subconsulting participation requirements can only be met with CMD-certified Micro and Small LBEs located in San Francisco, unless the RFP allows for SBA-LBE Subcontractors to count towards the LBE participation requirement. Proposers should note that the LBE subconsulting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

9.1.2 LBE Prime/JV Participation

Micro LBE, Small-LBE, SBA-LBE Rating Bonus

Pursuant to Chapter 14B, the rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed $20 million.

9.1.3 LBE Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2 (v. 8/1/2016):

- Form 2A – CMD Contract Participation
- Form 2B – CMD "Good Faith Outreach" Requirements Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 5 – CMD Employment Form.

Failure to complete, sign, and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Kate Svyatets, a CMD Contract Compliance Officer for the SFPUC, at (415)-551-4335 or kate.svyatets@sfgov.org.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2310 or by visiting the CMD website at http://www.sfgov.org/cmd.

9.2 Chapters 12B and 12C Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. All proposing firms should be in the process of becoming compliant with Chapter 12B if not already compliant. The Contract Monitoring Division (CMD) has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the

CMD Equal Benefits Section at (415) 581-2310 or by visiting the CMD website at http://www.sfgov.org/cmd.

If you have any questions concerning the CMD 12B/12C Forms, you may call the CMD Equal Benefits Unit at (415) 581-2310.

10 Additional City Requirements

10.1 Insurance Requirements

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

1. **Worker's Compensation Insurance** with Employer's Liability limits not less than:

   $1,000,000.

   In statutory amounts, per each accident, injury, or illness.
2. **Commercial General Liability Insurance** with limits not less than:

   $10,000,000.

   Per each occurrence, and

   $20,000,000.

   General aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. **Commercial Automobile Liability Insurance** with limits not less than:

   $2,000,000.

   Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than:
   $10,000,000.
   Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

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

1. Name as Additional Insured the City and County of San Francisco, the SFPUC, and their respective officers, agents and employees; and
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that

insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Proposer hereby agrees to waive subrogation, which any insurer of Proposer may acquire from Proposer by virtue of the payment of any loss. Proposer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents, and Subcontractors.

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

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

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

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

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

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall

name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

10.2 Standard Agreement

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

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

10.3 Nondiscrimination in Contracts and Benefits

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

10.4 Minimum Compensation Ordinance for Employees (MCO)

The Consultant will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

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

10.6 First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://oewd.org/first-source and from the First Source Hiring Administrator, (415)701-4848.

10.7 City Vendor and Subcontractor Registration

Contractor must become an "Approved Supplier "in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City's financial and procurement system to become an Approved Supplier. *Please note: The City also requires all Subcontractors working under a Selected Proposer to register with the City's financial and procurement system. However, Subcontractors are not required to be compliant with the City's vendor requirements.*

Please go to the City's vendor portal, **SF City Partners**(**https://sfcitypartner.sfgov.org/Vendor**) to register.

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

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each Contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: https://newbusiness.sfgov.org/vendor/.

10.9 Conflicts of Interest

The Consultant will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

10.10 Administrative Code Chapter 14B Reporting Requirements

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

10.11 Administrative Code Chapter 12X Requirements

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator.

Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies. Each Proposer must certify compliance with this requirement as directed (see Appendix K).

10.12 Contractor Vaccination Policy

A Contractor awarded a Contract pursuant to this RFP must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors.

A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

In accordance with the Emergency Declaration, Contractor agrees that:

a. Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;
b. Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;
c. If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found *at* https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors (navigate to "Exemptions" to download the form.

If a Contractor is unable to comply with this Policy, it will be deemed non responsive unless City is able to secure a waiver on Contractor's behalf. *Refer to Appendix A, City's Professional Services Agreement (P-606), for additional details related to the application of this Policy to a contract awarded pursuant to this RFP.*

10.13 Prevailing Wage

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

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

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

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

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

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

The City will not consider any protests not received within the time and manner specified If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the Preliminary Notice will become final. A Proposer's failure to protest as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the SFBid Website.

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

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

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

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

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

If a Proposer does not protest the SFPUC's posting of the highest ranked Proposer on the SFBid website within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest ranked Proposer for award by the Commission. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.3 Delivery of Protests

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

Protests must be delivered to: CAB@sfwater.org and to mng@sfwater.org.

RE: **PUC.PRO.0179**
Wastewater Capital Plan Delivery - Program Management Consultant

12 Conflict of Interest

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

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

12.1 Obligations

It is the obligation of the Proposer as well as their Subcontractors to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. Upon request, we can provide records concerning work performed by various subcontractors to assist proposers in their own evaluation of potential conflicts. But proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of

each situation, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents**. Any entity that participates in the development of any of these documents has participated in "making the contract" for the work. For these purposes "participating in making" has the same meaning as under Government Code Section 1090 and the term "entity" includes any parent, subsidiary or other related business.
2. **General Program Management Services**. Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, or construction of any project. A consulting firm participating in project-specific agreements for construction management services may also provide program management services, but the SFPUC will prevent the program management consultant from any oversight or review of its CM services in any part of the CIP, or any ability to confer a competitive advantage regarding its pursuit of project-specific construction management contracts.
3. **Preplanning**. Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning**. The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
    a) **Alternative Analysis Report**. This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
    b) Conceptual Engineering Report. This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design**. Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with

participation in any subsequent phases, such as construction management or general construction.

7. **Construction Management**. This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction**. It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General**. Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services**. Any subcontractor or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

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

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

AACE.....Association for the Advancement of Cost Engineering

AGM .....Assistant General Manager

BFS.....Bruce Flynn Pump Station

BIM .....Building Information Modeling

CAB .....Contract Administration Bureau

CCM .....Consultant Construction Manager

CEQA .....California Environmental Quality Act

CHS .....Channel Pump Station

CIP .....Capital Improvement Plan

CM/GC.....Construction Manager/General Contractor

CM .....Construction Management

CMB.....Construction Management Bureau

CMD.....Contract Monitoring Division

CMIS .....Construction Management Information System

CPI .....Consumer Price Index

CPM .....Critical Path Method

CSPE.....Consultant Services Performance Evaluation

EIR .....Environmental Impact Report

EMB .....Engineering Management Bureau

EMG.....Environmental Management Group

EOPR.....Effective Overhead and Profit Rate

FSHP .....First Source Hiring Program

HCAO .....Health Care Accountability Ordinance

HCIP.....Hetchy Capital Improvement Program

ICS .....Influent Control Structure

ICC .....International Code Council

IRS .....Internal Revenue Service

JV .....Joint Venture

LBE.....Local Business Enterprise

LOS .....Level of Service

MCO .....Minimum Compensation Ordinance

mgd .....million gallons per day

NPF .....North Point Wet Weather Facility

NCA..... Notice of Contract Award

NTP .....Notice to Proceed

O&M.....Operations & Maintenance

ODC .....Other Direct Cost

OSP .....Oceanside Water Pollution Control Plant

PLA .....Project Labor Agreement

PMB.....Program Management Bureau

PMP .....Project Management Professional

RFI .....Request for Information

RFP .....Request for Proposals

SELS .....Southeast Lift Station

SEP.....Southeast Water Pollution Control Plant

SIP .....Social Impact Partnership

SFPUC .....San Francisco Public Utilities Commission

SOP .....Standard Operating Procedure

SSIP.....Sewer System Improvement Program

VFD .....Variable Frequency Drive

WBS.....Work Breakdown Structure

WSIP .....Water System Improvement Program

WWE .....Wastewater Enterprise

14 List of Appendices

A. Professional Services Agreement (P-606)
B. Fee Schedule Template (Excel file)
C. PRO.0179 Background Documents
D. Social Impact Partnership Supporting Documents
E. Proposer Commitment Matrix
F. Contract Monitoring Division (CMD) LBE Forms
    a. Form 2A – CMD Contract Participation Form
    b. Form 2B – CMD "Good Faith Outreach" Requirements Form
    c. Form 3 – CMD Compliance Affidavit
    d. Form 5 – CMD Employment Form
G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
H. Minimum Compensation Ordinance (MCO) Declaration
I. Health Care Accountability Ordinance (HCAO) Declaration
J. First Source Hiring Program Agreement
K. Chapter 12X Certification
L. Release of Liability Form
M. Consultant Services Performance Evaluation Procedure

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Addendum One

To

Request for Proposals

◆◆◆

Wastewater Capital Plan Delivery - Program Management Consultant

ADDENDUM ONE PUBLICATION DATE:
July 22, 2022

◆◆◆

Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102

****Please note that revisions are made in ~~strikethrough~~ and in red where necessary.****

CHANGE NUMBER 1, *on page 1 of the RFP:*

1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or "Department"), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer to provide programmatic support services for implementation of the Wastewater Enterprise Capital Improvement Plan.

The SFPUC seeks to select Proposers with proven expertise and extensive experience (as specified in Section 4) in the following areas: Program Administration; Strategic Capital Planning; Program Implementation; and Project Technical Support.

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

Agreement Amount: $90,000,000.00

Agreement Duration: 10 Years

The Agreement amount is inclusive of all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of five (5) additional years (or 60 months) and may increase the contract amount consistent with City requirements. The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Fee Schedule billing rates provided by the selected Proposer ("Program Management Consultant (PMC)") as part of its proposal into the Agreement. The terms of the Agreement, including the ~~overhead and profit rate and~~ billing rates listed in the submitted Fee Schedule, will be non-negotiable.

…

END OF DOCUMENT

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Addendum Two

To

Request for Proposals

◆◆◆

Wastewater Capital Plan Delivery - Program Management Consultant

ADDENDUM TWO PUBLICATION DATE:
July 26, 2022

◆◆◆

Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102

****Please note that revisions are made in ~~strikethrough~~ and in red where necessary.****

CHANGE NUMBER 1, *on page 19 of the RFP:*

2.4.9 WWE CIP Project Descriptions

Information on the 10-year WWE CIP was presented at the 2020 Baseline to the Commission on December 22, 2020 (item 14),on February 09, 2021 (item 12) and most recently at the Special Budget Meeting on January 14, 2022 (item 6). See Appendix C, PRO.0179 Background Documents Rev. 1.

CHANGE NUMBER 2, *on page 100 of the RFP:*

14 List of Appendices

A. Professional Services Agreement (P-606)
B. Fee Schedule Template (Excel file)
C. PRO.0179 Background Documents Rev. 1
D. Social Impact Partnership Supporting Documents
E. Proposer Commitment Matrix
F. Contract Monitoring Division (CMD) LBE Forms
    a. Form 2A – CMD Contract Participation Form
    b. Form 2B – CMD "Good Faith Outreach" Requirements Form
    c. Form 3 – CMD Compliance Affidavit
    d. Form 5 – CMD Employment Form
G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
H. Minimum Compensation Ordinance (MCO) Declaration
I. Health Care Accountability Ordinance (HCAO) Declaration
J. First Source Hiring Program Agreement
K. Chapter 12X Certification
L. Release of Liability Form
M. Consultant Services Performance Evaluation Procedure

END OF DOCUMENT

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Addendum Three

To

Request for Proposals

◆◆◆

Agreement No. PUC.PRO.0179

Wastewater Capital Plan Delivery - Program Management Consultant

ADDENDUM THREE PUBLICATION DATE:
August 16, 2022

◆◆◆

Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102

****Please note that revisions are made in ~~strikethrough~~ and in red where necessary.****

CHANGE NUMBER 1, *on page 43 of the RFP:*

4.3 Key/Lead Team Member Qualifications

…

A. Program Management Advisor (PMA)

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

- A minimum of twenty (20) years of Capital Planning and Delivery experience, including at least five (5) years of Program Management experience on a $500 Million, or greater, water or wastewater capital improvement program, within the last ~~15~~20 years, that has progressed through 100% Design and commenced Construction;
- The PMA must have experience managing a program management team integrated with City-staff, in a government-public sector environment, in the role of Program Advisor;
- The PMA must demonstrate their experience managing an infrastructure program where existing aging infrastructure remained in continuous operation;
- The PMA must have experience serving as the Program Manager for a wastewater capital improvement program;
- The PMA must have experience working on a program in an urban setting serving a population of 500,000 or more;
- The PMA must demonstrate experience with trenchless linear pipeline construction, stormwater management, green infrastructure, and alternative delivery methods; AND
- The PMA must have experience in engaging the contracting community for broader outreach.

…

D. Program Quality Assurance Manager (PQAM)

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

- A minimum of twenty (20) years of Engineering, Design, and Quality Assurance management experience in the water or wastewater, industry;
- The PQAM must have worked as an Engineering Quality Manager on at least one (1) $~~300~~$200 Million, or greater, water or wastewater, capital improvement program;
- An active professional engineering license issued in ~~California~~the United States is required; AND
- Experience with wastewater facility plant start-up and commissioning is required;

- The PQAM must have experience working as part of an integrated (City & Contractor) team.

E. Lead Cost Estimator (LCE)

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

- A minimum of twenty (20) years recent experience in cost estimating, cost engineering, or cost controls, on at least two (2) $300 Million, or greater, wastewater treatment capital improvement programs, or one (1) $600 Million, or greater wastewater treatment capital improvement program; including, at least five (5) years' experience with treatment plants, collection system facilities including gravity sewers (including circular and irregular cross sections up to 109" diameter), interceptors, tunnels, outfall structures and pump station projects;
- A baccalaureate degree in Engineering, Construction Management, Business Administration, or relevant discipline from an accredited institution;
- One or more certifications: a Certified Cost Engineer/Certified Cost Consultant/Certified Estimating Professional (CCE/CCC/CEP) from the various industry related associations such as, the Association of the Advancement of Cost Engineering (AACE), a certified Planning & Scheduling Professional (PSP), or other similar certifications [e.g. Certified Construction Manager (CCM); Project Management Professional (PMP)] from other relevant industry associations [e.g. Construction Management Association of America (CMAA); Project Management Institute (PMI)]; AND
- Experience working as part of an integrated (City & Contractor) team to develop programmatic cost estimates for a program with multiple projects occurring over a period of time greater than 5 years.

All Key Team Members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

END OF DOCUMENT

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

Addendum Four

To

Request for Proposals

◆◆◆

Agreement No. PUC.PRO.0179

Wastewater Capital Plan Delivery - Program Management Consultant

ADDENDUM FOUR PUBLICATION DATE:
August 19, 2022

◆◆◆

Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102

****Please note that revisions are made in ~~strikethrough~~ and in red where necessary.****

CHANGE NUMBER 1, *on page 1 of the RFP:*

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or "Department"), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer to provide programmatic support services for implementation of the Wastewater Enterprise Capital Improvement Plan.

The SFPUC seeks to select Proposers with proven expertise and extensive experience (as specified in Section 4) in the following areas: Program Administration; Strategic Capital Planning; Program Implementation; and Project Technical Support.

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

Agreement Amount: $90,000,000.00

Agreement Duration: 10 Years

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the ~~Fee Schedule~~ Overhead and Profit Schedule's (OPS) billing rates agreed to ~~provided~~ by the SFPUC and the selected Proposer ("Program Management Consultant (PMC)") ~~as part of its proposal~~ into the Agreement. The standard terms of the Agreement~~, including the and billing rates listed in the submitted Fee Schedule,~~ will be non-negotiable.

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

CHANGE NUMBER 2, *on page 54 of the RFP:*

5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix E of this RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS~~Fee Schedule~~, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

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

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

CHANGE NUMBER 3, *on page 55 of the RFP:*

5.2.9 ~~Fee~~Overhead and Profit Schedule

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

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

A. Applicable Rates/Tasks

All Proposals must provide 2022 billing rates. The Contractor will only be allowed to escalate its 2022 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, SFPUC will calculate an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be calculated as a weighted average of the OPRs listed for each firm based on the firm’s estimated percentage of work. The EOPR will be a weighted average of the rates proposed for each firm listed as part of the Proposer’s team. **The EOPR may not exceed 3.20. The maximum billing rate for key/lead staff and any Technical Advisory Panel members is $300/hour, for all other staff the maximum billing rate is $270/hour.**

It is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS~~Fee Schedule~~ requirements.

All costs to manage and administer the services under the Agreement must be included in each firm’s ~~hourly billing rate~~OPR, or “multiplier”. Only individuals who are assigned to the proposal or have been approved by the SFPUC Program Director to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Individual Contractor

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

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or Subcontractor employee at an hourly payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

C. Rates and Markups

The Proposer's billing rates and EOPR provided in the OPS~~Fee Schedule~~ will be ~~non-negotiable~~subject to negotiations prior to award of contract ~~during the Agreement award process~~ and non-negotiable for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm's hourly billing rate must not exceed the maximum billing rate of $300/hour for key/lead staff and any Technical Advisory Panel members and the maximum billing rate of $270/hour for all other staff and Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The maximum billing rate and EOPR will also apply to all amendments to the Agreement.

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

Markups are limited to 5% of Subcontractors' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subcontractors are not allowable.

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

reimbursable expenses.

D. Other Direct Costs

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

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel for staff other than Key/Leads as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
    - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
    - Personal vehicle use: SFPUC will pay PMC on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the PMC must subtract commuting mileage from total mileage to calculate reimbursable mileage. The PMC must submit to the City an approved mileage log and expense report with its monthly invoices.
    - Project vehicle rental/lease cost, gasoline, tolls and parking. The PMC must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Contractor's home office to SFPUC facilities or to Moccasin when not requested by SFPUC;
- Travel for all Key/Lead Members and Other Team Members to attend in-person meetings;
- Contractor staff relocation costs;

- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

CHANGE NUMBER 4, *on page 71 of the RFP:*

7.1 Agreement Preparation

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

If an agreement is reached in principal, ~~The~~ SFPUC General Manager will make a recommendation to the SFPUC Commission~~ers,~~ subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, ~~to~~ for award ~~an~~of the Agreement~~ to the highest ranked Proposer~~.

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

SFPUC will issue a NCA after the selected ~~Proposer~~Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

CHANGE NUMBER 5, *on page 71 of the RFP:*

7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to ~~its~~the Agreement terms and conditions. SFPUC will not negotiate the standard terms of the Agreement~~, including the billing rates listed in the submitted Fee Schedule~~. By submitting its proposal,

Proposer agrees to the standard terms of the Agreement and ~~agrees~~will not seek to propose negotiation of any of its terms.

CHANGE NUMBER 6, *on page 100 of the RFP:*

14 List of Appendices

A. Professional Services Agreement (P-606)
B. ~~Fee~~Overhead and Profit Schedule Template (Excel file) Rev. 1
C. PRO.0179 Background Documents Rev. 1
D. Social Impact Partnership Supporting Documents
E. Proposer Commitment Matrix
F. Contract Monitoring Division (CMD) LBE Forms
    a. Form 2A – CMD Contract Participation Form
    b. Form 2B – CMD "Good Faith Outreach" Requirements Form
    c. Form 3 – CMD Compliance Affidavit
    d. Form 5 – CMD Employment Form
G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
H. Minimum Compensation Ordinance (MCO) Declaration
I. Health Care Accountability Ordinance (HCAO) Declaration
J. First Source Hiring Program Agreement
K. Chapter 12X Certification
L. Release of Liability Form
M. Consultant Services Performance Evaluation Procedure

END OF DOCUMENT

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **23-0077**

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires consultant services to provide specialized program management support for the Wastewater Enterprise (WWE) Capital Plan, also known as the Capital Improvement Plan (CIP). The WWE CIP is a continuing system-wide investment that includes replacing major treatment facilities and improving critical assets throughout San Francisco. The original contract, CS-165 Program Management Support Services – Sewer System Improvement Program (SSIP), awarded in 2011, reached capacity in 2023. Services under this proposed PRO.0179, Wastewater Capital Plan Delivery - Program Management Consultant, will continue the program management work implemented under the SSIP and initiate new capital improvement projects as part of a rolling Ten-Year CIP, with new projects initiated based on priorities driven by asset management principles through the City's biennial budget process; and

WHEREAS, On June 30, 2022, SFPUC advertised a Request for Proposals (RFP) for program management consulting services; and

WHEREAS, The estimated cost of services is $90,000,000; and

WHEREAS, Staff anticipates services under Contract NO. PRO.0179 to begin in July 2023 and end in June 2033, and the duration of this contract is therefore 10 years; and

WHEREAS, On August 31, 2022, the SFPUC received three proposals in response to the June 30, 2022, advertisement of the RFP, and the SFPUC and Contract Monitoring Division (CMD) staff, upon review of the proposals, determined that AECOM Technical Services, Inc. (AECOM) is the highest-ranked proposer based on the established scoring criteria; and

WHEREAS, The CMD established a Local Business Enterprise (LBE) subconsultant participation requirement of 15% for this contract, and AECOM committed to a 20.5% LBE subconsultant participation; and

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

RESOLVED, That this Commission hereby awards Contract No. PRO.0179, Wastewater Capital Plan Delivery - Program Management Consultant, to provide program management consulting services, to AECOM, for an amount not-to-exceed $90,000,000, and with a duration of 10 years, subject to approval by the Board of Supervisors pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting April 11, 2023.

Secretary, Public Utilities Commission

FILE NO. 110586 RESOLUTION NO. 307-11

[Management Services Agreement - Sewer System Improvement Program - Not to Exceed $150,000,000]

Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Sewer System Improvement Program-Funded Agreement No. CS-165, Program Management Services, with AECOM-Parsons Joint Venture, for an amount not to exceed $150,000,000 with a term of up to 15 years, under Charter Section 9.118.

WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") has developed the proposed Sewer System Improvement Program ("SSIP"), following extensive public meetings, focus groups, and Commission workshops over an 18-month period regarding the condition of the City's wastewater system. Assessments revealed that the City's major stormwater/treatment and collection systems are aging and lack redundancy. The last major capital work and master planning effort for the sewer system took place in the 1970's, forty years ago. A new master planning process was initiated in 2004 that included extensive public meetings, focus groups, and detailed Commission workshops to evaluate the City's wastewater system condition, identify appropriate levels of service and improvements to better serve the public; and

WHEREAS, This process resulted in Commission endorsement of specific goals and levels of service to bring the sewer system to a state of good repair to ensure continued regulatory compliance, reliability, and redundancy; and to meet the known, and foreseeable challenges of today and the future. The identified challenges include: Aging infrastructure and poor condition of existing facilities with little remaining useful life; Seismic deficiencies and lack of structural integrity; Limited operating flexibility and lack of redundancy; The ongoing

need to protect the environment and public health, meet regulatory challenges, and conserve resources; Adaptation to climate change; and Improved stormwater management; and

WHEREAS, The Commission identified approximately 20 proposed capital improvement projects, to address and mitigate these challenges and to meet the Commission endorsed goals and levels of service. The Commission estimated the cost to complete all of the proposed improvements to be approximately $6.9 billion for the proposed capital improvement projects that ultimately would comprise the SSIP; and

WHEREAS, The evaluation of the proposed capital improvement projects will include further engineering and environmental review, as well as financial analysis, prior to any action by the Commission to approve or this Board of Supervisors to fund these proposed projects. The implementation of the SSIP, beginning with the evaluation process, is being led by City staff and is structured to function as a matrix organization that will be managed by the Infrastructure Wastewater Enterprise Capital Improvement Program Director (Program Director) and will include staff and resources from SFPUC's Infrastructure Division, Wastewater Enterprise, and the Department of Public Works. In addition, there will be support from other SFPUC departments including External Affairs and Business Services, as well as various other City departments. Consultants with extensive experience on wastewater capital programs similar in scope and size of the SSIP, however, will play a key role in the implementation of the Program; and

WHEREAS, For management purposes, the implementation of the SSIP is divided into 2 major phases – pre-construction and construction. Pre-construction efforts include all planning, design, environmental review, right-of-way and contracting activities. The construction phase will begin following the award of a construction contract and extend through start-up, testing and close-out of that contract; and

WHEREAS, The services of the Program Management Consultant will be used to support the SSIP management team on programmatic functions, on a task order basis, throughout the duration of the Program. The SFPUC's management team will draw upon the Program Management consultant team to supplement existing internal resources to validate the SSIP proposed projects and scope, schedule and budget, provide programmatic functions, and provide specialized technical services and resources; and

WHEREAS, Use of a single Program Management team though the entire capital improvement program will ensure that the SFPUC receives the benefits of continuity of specialized wastewater program consultant services, captures the consultant team's institutional knowledge gained through the contract work, and avoids the time delays, additional operational risks, and the expense of replacing and mobilizing consultant teams during the SSIP; and

WHEREAS, Through the Program Management contract, the SFPUC will obtain highly specialized and state of the art resources to complement the work of City staff in the areas of climate change, watershed management, regulatory compliance, energy recovery, seismic design, treatment plant technologies, sustainability, program controls and wastewater program management; and

WHEREAS, The estimated cost of services is not to exceed $150,000,000, funds have been appropriated and will be available at the time of award of the agreement only for the first year's task orders from Project CENMSCSP06 - SSIP Planning, and various proposed SSIP capital project planning and design funds; and

WHEREAS, To ensure continuity of consultant services and to capture the Consultant team's institutional knowledge accumulated through the contract work, the contract's duration of services is up to 15 years, with services anticipated to begin in September 2011 and end in September 2026; and

WHEREAS, The SFPUC advertised a request for proposals ("RFP") for Program Management Services for the SSIP on March 14, 2011. The RFP solicited proposals from highly qualified firms to support the SSIP management team on a number of programmatic functions such as: strategic program development; risk management; optimization and project validation; labor and contract relations; asset management integration; scheduling; cost estimates; staff training; and analysis of alternative delivery mechanisms. The Program Management Consultant will also provide specialized technical services and resources, such as: preliminary design, engineering, watershed hydraulics, regulatory, real time controls, and City staff augmentation when appropriate on an as-needed or project-specific basis; and

WHEREAS, On May 5, 2011, the SFPUC received three proposals in response to the RFP; and

WHEREAS, AECOM-Parsons Joint Venture ("AECOM-Parsons") was the highest-ranking proposer; and

WHEREAS, A sub-consulting goal of 10% Local Business Enterprise ("LBE") participation (of the total value of services to be provided) has been established and approved for this agreement by the Human Rights Commission; and

WHEREAS, AECOM-Parsons exceeded the LBE goal by 6.1%, for a total of 16.1% LBE participation; and

WHEREAS, SFPUC Resolution No. 11-0101 approved the selection of AECOM-Parsons; awarded SSIP-funded Agreement No. CS-165, Program Management Services, to provide program management services for the SSIP; authorized the General Manager of the SFPUC to negotiate a professional services agreement with AECOM-Parsons for an amount not to exceed $150,000,000, and with a duration of up to 15 years, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate a professional services agreement with the next highest-ranked proposer; and authorized the

General Manager to execute the agreement, subject to Board of Supervisors' approval under Charter Section 9.118; and

WHEREAS, The agreement with AECOM-Parsons is on file with the Clerk of the Board of Supervisors in File No. 110586, which is hereby declared to be a part of this resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves and authorizes the General Manager of the SFPUC to execute SSIP-funded Agreement No. CS-165, Program Management Services, with AECOM-Parsons for an amount not to exceed $150,000,000 and with a duration of up to 15 years, under Charter Section 9.118, in substantially the form on file with the Clerk of the Board, and in such final form as approved by the General Manager and the City Attorney.

City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 110586 **Date Passed:** July 26, 2011

Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Sewer System Improvement Program-Funded Agreement No. CS-165, Program Management Services, with AECOM-Parsons Joint Venture, for an amount not to exceed $150,000,000 with a term of up to 15 years, under Charter Section 9.118.

July 20, 2011 Budget and Finance Sub-Committee - RECOMMENDED

July 26, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110586

I hereby certify that the foregoing Resolution was ADOPTED on 7/26/2011 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Edwin Lee

8/1/11
Date Approved

CONTRACT MONITORING DIVISION
OFFICE OF THE CITY ADMINISTRATOR

London N. Breed, Mayor
Carmen Chu, City Administrator

Stephanie Tang, Director

MEMORANDUM

Date: March 1, 2023

To: Steve Robinson, SFPUC
Melissa Ng, SFPUC

From: Kate Mundhenk, CMD

Subject: CMD Award Review: PRO.0179 -- Wastewater Capital Plan Delivery

---

The Contract Monitoring Division ("CMD") has reviewed the consultant proposals and supporting documentation and applied the appropriate rating bonuses submitted for the above referenced project. Based on this review, CMD has determined that the proposals were materially compliant with the pre-award Chapter 14B requirements.

Rating Bonus

The following is a summary of the rating bonus information:

Firm (PeopleSoft: Supplier/Supplier ID)	**LBE JV Partner**	**Status, Type and Size** (PS: LBE and LBE Size)	**Rating Bonus**
AECOM Technical Services, Inc.	Not applicable	Non-LBE	Not eligible
Greeley and Hansen LLC	Not applicable	Non-LBE	Not eligible
Parsons Water & Infrastructure, Inc.	Not applicable	Non-LBE	Not eligible

Score Sheets and Score Tabulations

CMD has reviewed the score sheets submitted by the panelists, the overhead profit schedule, and the final score tabulations from the SFPUC. Based on this information and after the application of the LBE rating bonus, the proposers are ranked as follows:

RANK	**FIRM**
1	AECOM Technical Services, Inc.
2	Greeley and Hansen LLC
3	Parsons Water & Infrastructure, Inc.

LBE Subconsultant Participation Requirement

AECOM Technical Services, Inc. ("AECOM") achieved the highest score. AECOM met the 15%[1] Micro/Small-LBE subconsultant participation requirement by listing the following Micro/Small-LBE firms on Form 2A (CMD Contract Participation Form):

Firm (PeopleSoft: Supplier/Supplier ID)	**Service**	**Status, Type and Size**	**Listed Participation**	**LBE-Credited Participation**
Chaves & Associates	Records Management – Document Control	SF LBE-WBE (Small)	1.00%	1.00%
Coord, LLC	Urban & Regional Planning – Strategic Capital Planning	SF LBE-WBE (Micro)	10.00%	10.00%
Davis & Associates (D&A) Communications, Inc.	Community Relations/Public Affairs - Communications	SF LBE-MBE (Micro)	1.00%	1.00%
Effective Management Services, LLC	Construction Management – Construction Planning Support	SF LBE-MBE (Micro)	1.00%	1.00%
Incommon LLC	Urban & Regional Planning – Urban Planning	SF LBE-WBE (Micro)	0.75%	0.75%
M. Lee Corporation	Construction Management – Cost Estimating	SF LBE-MBE (Small)	2.25%	2.25%
Pathways Climate Institute	Env. Advisory Services, Urban & Regional Plng – Climate Change Support	SF LBE-WBE (Micro)	0.75%	0.75%
Sustainable Watershed Designs Inc. DBA Lotus Water	Water Resources Eng. Civil Eng. Watershed Assess. Strmwtr, Green Infrastr.	SF LBE-OBE (Micro)	2.00%	2.00%
Yolanda's Construction Administration and Traffic Control Inc.	Administrative Services – Program Contract Management/Administration	SF LBE-MBE (Micro)	1.50%	1.50%
		TOTAL LBE PARTICIPATION:	**20.25%**	**20.25%**

[1] The LBE subconsulting requirement is established below 20% due to the LBE availability data and a large amount of specialized work on this contract, such as specialist program management administration; strategic capital planning, including adaptive management, asset management, and triple bottom line processes on large capital infrastructure programs; specialist program implementation services (program safety, risk management, facilities planning, project labor contract, quality control, and change management processes on large capital infrastructure programs); specialist project technical support services (watershed assessments, etc.)

AECOM also listed the following non-LBE firms:

Firm	Service	**Participation** (PS: Percent of Work (%))
HDR Engineering, Inc.	Program Management/Engineering Design and Support	24.00%
V&A Consulting Engineers, Inc.	Condition Assessment	0.75%
	TOTAL:	**24.75%**

Good Faith Efforts Requirements

AECOM utilized Approach A (35% Approach) on CMD Form 2B to meet the Good Faith Efforts ("GFE") Requirements.

AECOM demonstrated that it met the GFE requirements under Approach A by exceeding the LBE subcontracting participation requirement established for this project by at least 35%.

The RFP indicates that a contract will be awarded to the highest ranked proposer. Based on the foregoing, CMD has determined that AECOM has complied with the pre-award Chapter 14B requirements. Should you have any additional questions and/or concerns, please feel free to contact me at 415-551-4335.

DocuSign Envelope ID: A1A987CF-E92C-4A60-BD9D-5110A2BBEA09

Incomplete - Pending Signature

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230475

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

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

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Melissa Ng	415-636-0381
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
CAB SFPUC	MNg@sfwater.org

DocuSign Envelope ID: A1A987CF-E92C-4A60-BD9D-5110A2BBEA09

Incomplete - Pending Signature

5. CONTRACTOR	
NAME OF CONTRACTOR AECOM Technical Services, Inc.	**TELEPHONE NUMBER** n/a
STREET ADDRESS (including City, State and Zip Code) 150 California Street,STE 200, San Francisco, CA 94111	**EMAIL**

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 230475
DESCRIPTION OF AMOUNT OF CONTRACT $90,000,000		
NATURE OF THE CONTRACT *(Please describe)* The City seeks to retain the services of a qualified Proposer to provide to provide programmatic support services for implementation of the Wastewater Enterprise Capital Improvement Plan.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

DocuSign Envelope ID: A1A987CF-E92C-4A60-BD9D-5110A2BBEA09

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Jensen/AECOM	Karl	CEO
2	Hall/AECOM	Allison	CFO
3	Boone/AECOM	Travis	Board of Directors
4	Rosenstein/AECOM	Jeffrey	Board of Directors
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

DocuSign Envelope ID: A1A987CF-E92C-4A60-BD9D-5110A2BBEA09

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

DocuSign Envelope ID: A1A987CF-E92C-4A60-BD9D-5110A2BBEA09

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

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

DATE: **April 21, 2023**

SUBJECT: **[Professional Services Agreement – AECOM Technical Services, Inc- Program Management Consultant Services- Not to Exceed $90,000,000]**

Please see attached a proposed Resolution approving the Professional Services Agreement, Contract No. PRO.0179, Wastewater Capital Plan Delivery, Program Management Consultant, to AECOM Technical Services, Inc., to provide program management consulting services, for an amount not-to-exceed $90,000,000, and with a duration of 10 years, pursuant to Charter Section 9.118..

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- Cover Letter (Word Doc Version)
- Request for Proposals (PDF)
- SFPUC Resolution No.23-0077 (PDF)
- PRO.0179 Draft Agreement (PDF)
- Form 126 (PDF)
- BOS Resolution No.110-586 (PDF)
- Contract Monitoring Division Memorandum (PDF)
- PRO.0179 Addendum 1(PDF)
- PRO.0179 Addendum 2 (PDF)
- PRO.0179 Addendum 3 (PDF)
- PRO.0179 Addendum 4 (PDF)

Please contact Jeremy Spitz at jspitz@sfwater.org if you need any additional information on these items.

London N. Breed
Mayor

Newsha Ajami
President

Sophie Maxwell
Vice President

Tim Paulson
Commissioner

Tony Rivera
Commissioner

Kate Stacy
Commissioner

Dennis J. Herrera
General Manager