

File No. 131236

Committee Item No. 6
Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 26, 2014

Board of Supervisors Meeting

Date March 4, 2014

Cmte Board

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

OTHER

(Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PUC Resolution Nos 10-0198, 13-0179, 09-0142</u>
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Completed by: Linda Wong

Date February 21, 2014

Completed by: L.W.

Date February 27, 2014

1 [Agreement - HDR Engineering, Inc. - Construction Management Services - \$27,500,000]

2
3 **Resolution extending an agreement for an additional six months between the Public**
4 **Utilities Commission and HDR Engineering, Inc., through December 29, 2014, and**
5 **increasing the estimated cumulative contract amount to \$27,500,000 for additional**
6 **construction management services, pursuant to Charter, Section 9.118(b).**
7

8 WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, the San
9 Francisco Public Utilities Commission (SFPUC) awarded Agreement No. CS-916, Peninsula
10 Construction Management Services, and authorized the General Manager of the SFPUC to
11 negotiate and execute a professional services agreement, in the amount of \$22,000,000, and
12 with a term of four (4) years, seven (7) months, concluding on June 29, 2014, with HDR
13 Engineering, Inc.; and,

14 WHEREAS, On October 20, 2009, pursuant to Resolution No. 405-09, approval for
15 Agreement No. CS-916 was obtained from the San Francisco Board of Supervisors; and,

16 WHEREAS, Amendment No. 1 was approved on November 9, 2010, per Resolution
17 No. 10-0198 for \$4,000,000 for additional Construction Management Services associated with
18 Bioregional Habitat Restoration sites in the Water System Improvement (WSIP) Peninsula
19 Region; increasing the total not-to-exceed agreement amount to \$26,000,000, with no change
20 to the Agreement duration; and,

21 WHEREAS, On December 14, 2010, pursuant to Resolution No. 598-10, approval for
22 Amendment No. 1 to Agreement No. CS-916 was obtained from the San Francisco Board of
23 Supervisors; and,
24
25

1 WHEREAS, The construction phase of the Crystal Springs/San Andreas (CSSA)
2 Transmission Upgrade project is forecasted to extend to November 14, 2014; and,

3 WHEREAS, Amendment No. 2 was approved on December 10, 2013, per Resolution
4 No. 13-0179 to increase the Agreement not-to-exceed amount by \$1,500,000 to provide
5 continued construction management services during and through the construction phase of
6 the CSSA Transmission Upgrade project, increasing the total not-to-exceed Agreement
7 amount to \$27,500,000 and extending the Agreement duration by six months, for a total
8 Agreement of five years, 1 month; and,

9 WHEREAS, The Contract Monitoring Division (CMD) established a Local Business
10 Enterprise (LBE) participation goal of 17.9% and that goal will remain unchanged; and,

11 WHEREAS, Funds for this Agreement and Modification are available from WSIP
12 regional projects within the program's Peninsula Region, and,

13 WHEREAS, Charter Section 9.118(b) requires Board of Supervisor authorization, by
14 resolution, of contracts with a value in excess of \$10,000,000; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby approves Water Enterprise, Water
16 System Improvement Program (WSIP)-funded Amendment No. 2 to Agreement No. CS-916,
17 Peninsula Construction Management Services with HDR Engineering, Inc. for continued
18 construction management services associated with the CSSA Transmission Upgrade project;
19 and authorizes the General Manager of the San Francisco Public Utilities Commission to
20 execute this Amendment, increasing the Agreement not-to-exceed amount by \$1,500,000 for
21 a total Agreement not-to-exceed amount of \$27,500,000, and extending the Agreement
22 duration six months for a total Agreement duration of 5 years, 1 month concluding December
23 29, 2014; and, be it

24 FURTHER RESOLVED, That within thirty (30) days of the contract option to extend the
25 term by six months being fully executed by all parties, the General Manager of the San

1 Francisco Public Utilities Commission shall provide the final contract modification to the Clerk
2 of the Board for inclusion in the official file.
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Item 6
File 13-1236

Department:
Public Utilities Commission (PUC)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would authorize the Public Utilities Commission (PUC) to enter into the second amendment to the existing contract between the City and HDR Engineering, Inc. to provide construction management services for the PUC's Crystal Springs/San Andreas Transmission (CSSAT) Upgrade Project (a) to extend the contract for an additional six months from June 29, 2014 through December 29, 2014, and (b) to increase the not-to-exceed amount by \$1,500,000, from \$26,000,000 to \$27,500,000.

Key Points

- The CSSAT Upgrade Project is a Peninsula Region Water System Improvement Program (WSIP) project to increase the capacity, safety, and reliability of the infrastructure that moves water from the Crystal Springs and San Andreas Reservoirs to the Harry Tracy Water Treatment Plant. The Public Utilities Commission approved a \$170 million budget in April 2010 with a targeted completion date of April 2014.
- The project has seen schedule delays and cost increases due to unforeseen site conditions and disputes with the primary construction firm, Kiewit Infrastructure West. PUC now estimates total project costs of \$195.3 million, and project completion has been extended by eight months to December 2014.
- HDR Engineering, Inc. (HDR) provides construction management services on nine Peninsula Water System Improvement Projects, including CSSAT. Their 55-month contract was authorized in October 2009 in the amount of \$22,000,000, including a CSSAT project budget of \$11,254,000. PUC entered into an amendment to the agreement in December 2010 to increase the not-to-exceed amount by \$4,000,000 from \$22,000,000 to \$26,000,000 to provide for additional construction management services related to habitat restoration for Peninsula Region WSIP projects.
- The proposed resolution contains a reference to "the contract option to extend the term by two years", which according to the PUC, was included as the result of an administrative error and a two-year option is not needed. Therefore, the proposed resolution should be amended to delete the reference to the "contract option to extend the term by two years".

Fiscal Impact

- HDR reports CSSAT project expenditures of \$14,096,306 as of December 2013 and estimates 2014 expenditures of \$2,165,744, resulting in total CSSAT expenditures of \$16,262,050 – an increase of \$5,008,050 from the original budget of \$11,254,000. HDR and PUC project these overruns will cause overall contract expenditures to be over-budget by more than \$1,500,000, necessitating the requested increase.
- Funds for the proposed \$1,500,000 increase are available from the WSIP bond allocation for Peninsula Water System Improvement Projects, previously appropriated by the Board of Supervisors. PUC will re-allocate savings realized from other projects to fund the contract extension. Overall Peninsula Region WSIP projects are expected to complete within the approved budget.

Recommendations

- Amend the proposed resolution to delete the reference to the “contract option to extend the term by two years”.
- Approve the proposed resolution as amended.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that either (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**Crystal Springs/San Andreas Transmission System Upgrade Project**

The Crystal Springs/San Andreas Transmission (CSSAT) System Upgrade Project in San Mateo County is one of 82 projects included in the Public Utilities Commission's (PUC's) Water System Improvement Program (WSIP). A subset of WSIP Peninsula Water System Improvement Projects, CSSAT is a series of inlet and outlet structures, pipelines, and pumping facilities that move water from the Crystal Springs Reservoirs to the San Andreas Reservoir and, eventually, to the Harry Tracy Water Treatment Plant on the Peninsula. These facilities serve as the primary supplementary water supply for the San Francisco Peninsula. The Upgrade Project provides for construction and improvement of facilities to allow the PUC to increase capacity, reliability, and safety, including seismic upgrades, the construction of a new pump station, and major work on the Upper Crystal Springs Dam culverts.

The Board of Supervisors appropriated \$1.6 billion of Water Revenue Bonds for the PUC's Water System Improvement Program (WSIP) in April 2010¹, of which \$170 million were allocated to the CSSAT System Upgrade Project. In April 2013, the PUC approved a revised budget of \$193.6 million to the CSSAT System Upgrade Project. As of January 4, 2014, the PUC estimates that total project costs will be \$195.3 million, an increase of \$1.7 million from the previously revised budget. The estimated prior project completion date of April 2014 has been extended by eight months to December 2014.

According to PUC Project Manager Mr. Husam Masri the increases in the project budget and extended project timeline are due to (1) unforeseen site conditions, related to underwater work and unexpected rock formations, and (2) disputes with the primary construction firm, Kiewit Infrastructure West.

With respect to the unforeseen site conditions, an unforeseen underwater condition was encountered at the four outlet structures at both the Crystal Springs and San Andreas Reservoirs. According to Mr. Masri, because the geotechnical characteristics of underwater soil conditions are highly variable, the redesign of certain facilities was necessary, which impacted and delayed the completion of the work. With respect to the dispute with the primary

¹ The total appropriation for WSIP was \$4.5 billion, including \$1.6 billion appropriated by the Board of Supervisors in April 2010 and \$2.9 billion previously appropriated.

construction contractor, Mr. Masri states that there are a number of outstanding issues related to contractor work quality, contractor liability, schedule-related claims, and increased regulatory costs, which are being actively negotiated by PUC and the contractor².

HDR Engineering, Inc. Contract for Construction Management Services

HDR Engineering, Inc. (HDR), the subject of this request, currently provides construction management services on nine Peninsula Water System Improvement Projects, including CSSAT. HDR's original contract was authorized in October 2009³ in the amount of \$22,000,000 and for a term of 55 months, ending on June 29, 2014 (File 09-1056). The contract was amended in December 2010 to increase the not-to-exceed amount by \$4,000,000 to \$26,000,000 to provide for additional construction management services related to habitat restoration required for WSIP projects in the Peninsula Region (File 10-0462).

PUC is requesting an extension of the existing contract with HDR Engineering and an increase in the contract amount because of the delays in the CSSAT Upgrade Project, noted above.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Public Utilities Commission (PUC) to enter into the second amendment to the existing contract with HDR Engineering, Inc. to provide construction management services for the PUC's CSSAT Upgrade Project (a) to extend the contract for an additional six months from June 29, 2014 through December 29, 2014, and (b) to increase the not-to-exceed amount by \$1,500,000, from \$26,000,000 to \$27,500,000.

HDR will continue to provide services agreed to in their existing contract with PUC. According to Mr. Masri, HDR supplements PUC's in-house construction management staff by providing specialized construction management, inspection, and environmental monitoring services that the PUC cannot perform internally due to the scope and complexity of Peninsula Water System Improvement Projects⁴. HDR also assists with ensuring environmental compliance for the ecologically sensitive area around the watershed. The extension of this work was necessitated by delays in the overall CSSAT Upgrade Project noted above. According to Mr. Masri, PUC has been "very happy" with the work provided by HDR thus far.

FISCAL IMPACT

² Kiewit Infrastructure West is a large, national firm which was one of five firms that the PUC pre-qualified based upon experience with similar projects. Kiewit Infrastructure West was the low bidder.

³ While the CCSAT System Upgrade Project was funded in 2010, the construction management contract between HDR and PUC covers nine WSIP projects, some of which were funded at an earlier date.

⁴ The PUC's contract with HDR specifies the following obligations: (1) Pre-construction services, (2) Contract Administration, (3) Quality Assurance, (4) Contracts Management, (5) Project Controls, (6) Environmental Compliance Inspection and Monitoring, (7) Site Specific Stormwater Pollution Prevention Plan, and (8) Special Studies and Investigations.

Under the proposed second amendment to the contract between PUC and HDR, the contract amount would increase by \$1,500,000 from not-to-exceed \$26,000,000 to \$27,500,000. Table 1 below shows the budgeted and actual expenditures for the contract between PUC and HDR for all Peninsula Region Projects.

Table 1: HDR Construction Management Contract Budgeted and Actual Contract Expenditures: Peninsula Water System Improvement Projects

	Budget under 1 st Amendment	Expenditures as of December 2013	Projected Expenditures 2014	Total Budget under Proposed 2 nd Amendment	Increase/ (Decrease) of Projected Expenditures to Budget under 1 st Amendment
Lower Crystal Springs Dam	\$1,500,000	\$1,889,645	\$0	\$1,889,645	\$389,646
Pulgas - Discharge Channel Mod.	117,641	48,891	0	48,891	(68,750)
Pulgas Reservoir Str Rehab & Roof	2,000,000	1,498,771	0	1,498,771	(501,229)
Pulgas – Existing De-chlorination	500,850	498,750	0	498,750	(2,100)
CSSAT System Upgrade	11,254,000	14,096,306	2,165,744	16,262,050	5,008,050
Crystal Springs Pipeline No. 2	5,000,900	3,807,289	0	3,807,289	(1,193,611)
San Andreas Pipeline No. 3	1,425,400	795,919	0	795,920	(629,480)
Baden-San Pedro Valve Lot	200,000	67,600	0	67,600	(132,400)
CM Services - Peninsula Region	3,916,800	2,631,085	0	2,631,085	(1,285,715)
Total	\$25,915,590	\$25,334,255	\$2,165,745	\$27,500,000	\$1,584,410

Source: PUC

Although the contract between PUC and HDR pertains to nine Peninsula Water System Improvement Projects, the requested funds will be directed entirely to CSSAT project needs. Funds for the proposed increase of \$1,500,000 under the second amendment to the contract are available from savings under the WSIP bond allocation for projects in the Peninsula Region, previously appropriated by the Board of Supervisors.⁵ Peninsula Water System Improvement Projects have an approved budget of \$808,597,000 and expenditures to date of \$622,800,000. According to Mr. Masri, the Peninsula Water System Improvement Project is still “on track” to complete within the approved budget.

As shown in Table 1 above, the proposed budget for construction management services for the CSSAT System Upgrade project of \$16,262,050 is an increase of \$5,008,050 from the approved budget of \$11,254,000. This increase is offset by savings in other projects, as shown in Table 1.

⁵ Under the first amendment, the contract not-to-exceed amount is \$26 million and the budget is \$25.9 million (see Table 1 above); an increase of \$1.5 million under the proposed second amendment results in a contract not-to-exceed amount of \$27.5 million. As shown in Table 1, contract expenditures as of December 2013 are \$25.3 million, with projected additional expenditures in 2014 of \$2.2 million, for total estimated contract expenditures of \$27.5 million.

Table 2 below shows budget details of the proposed CSSAT System Upgrade construction management services provided by HDR.

Table 2: HDR Construction Management Contract Budgeted and Actual Contract Expenditures: CSSAT System Upgrade Project

Task	Budget under 1 st Amendment	Expenditures as of December 2013	Projected Expenditures 2014	Total Budget under Proposed 2 nd Amendment	Increase/ (Decrease)
Pre-Construction Phase	\$599,008	\$545,139	\$0	\$545,139	(\$53,869)
Construction Contract Administration	4,375,724	4,498,963	442,653	4,941,616	565,892
Construction Quality Assurance	1,652,147	3,634,481	418,895	4,053,376	2,401,229
Construction Contracts Management	602,489	871,253	51,904	923,157	320,668
Construction Project Controls	299,865	1,144,696	410,818	1,555,515	1,255,650
Construction Environmental Compliance Monitoring	1,387,268	3,228,944	234,165	3,463,109	2,075,842
Special Studies and Investigations	1,487,500	0	310,138	310,138	(1,177,362)
Other Direct Costs	850,000	172,830	297,170	470,000	(380,000)
Total	\$11,254,000	\$14,096,306	\$2,165,744	\$16,262,050	\$5,008,050

According to Mr. Masri, HDR staff will manage CSSAT construction through approximately August of 2014, and complete project documentation and close-out work through approximately December 29, 2014. The proposed resolution contains a reference to "the contract option to extend the term by two years", which according to the PUC, was included as the result of an administrative error and a two-year option is not needed. Therefore, the proposed resolution should be amended to delete the reference to the "contract option to extend the term by two years".

RECOMMENDATIONS

1. Amend the proposed resolution to delete the reference to the "contract option to extend the term by two years".
2. Approve the proposed resolution as amended.

[Approve SFPUC Peninsula Region Construction Management Contract.]

Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute Water System Improvement Program-funded Professional Service Agreement No. CS-916, Peninsula Region Construction Management Services, with HDR Engineering, Inc, for an amount not to exceed \$22,000,000 with a term of up to 55 months, pursuant to San Francisco Charter Section 9.118.

WHEREAS, It is necessary to procure the services of a qualified Construction Management firm to provide specialized construction management services to supplement SFPUC staff through the Agreement No. CS-916, Peninsula Region Construction Management Services, which includes Construction Management Services for the Peninsula Region Projects, and

WHEREAS, The estimated cost of services is up to \$22,000,000, subject to the San Francisco Public Utilities Commission's (SFPUC) subsequent consideration and action on the proposed projects within the Peninsula Region, pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, The request for proposals was advertised on May 14, 2009; and

WHEREAS, The duration of the agreement is up to 55 months, with services anticipated to begin in October 2009 and end in April 2014, if the SFPUC approves all of the proposed projects; and

WHEREAS, HDR Engineering, Inc was the highest-ranking proposer for CS-916; and

1 WHEREAS, An HRC sub-consulting goal of 9% LBE participation has been established
2 and approved for this agreement by the HRC Contract Compliance Officer assigned to the
3 SFPUC; and

4 WHEREAS, Funds for this agreement will be available at the time of award of the
5 agreement from the Peninsula Region Projects, including: CUW35401 – Lower Crystal
6 Springs Dam Improvement, CUW36102 - Pulgas Discharge Channel Modifications,
7 CUW36103 - Pulgas Reservoir Structural Rehabilitation and Roof Replacement, CUW36105 -
8 Pulgas Modifications of the Existing Dechlorination Facility, CUW37101 – Crystal Springs /
9 San Andreas Transmission Upgrade, CUW37801 – Crystal Springs Pipeline No. 2
10 Replacement, CUW37901 – San Andreas Pipeline No. 3 Installation, and CUW39101 –
11 Baden & San Pedro Valve Lots Improvements, and

13 WHEREAS, SFPUC Resolution No. 09-0142 approved the selection of HDR
14 Engineering, Inc; awarded Water System Improvement Program-funded Agreement No. CS-
15 916, Peninsula Region Construction Management Services, to provide construction
16 management services for the Peninsula Region Projects; and authorized the General
17 Manager of the SFPUC to negotiate a professional services agreement with HDR
18 Engineering, Inc for an amount not to exceed \$22,000,000, and with a duration of up to 55
19 months, or, in the event negotiations are not successful or City requirements are not satisfied,
20 to negotiate a professional services agreement with the next highest ranked proposer,
21 provided that expenditures shall be limited to pre-construction activities until such time as the
22 Commission reviews and considers the proposed Projects' CEQA documents and determines
23 whether or not to approve the proposed Projects; and authorized the General Manager to
24
25

1 execute the agreement, subject to Board of Supervisors' approval pursuant to Charter Section
2 9.118; now, therefore, be it

3 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
4 General Manager of the SFPUC to execute, the Water System Improvement Program-funded
5 Agreement No. CS-916, Peninsula Region Construction Management Services with HDR
6 Engineering, Inc for an amount not to exceed \$22,000,000, pursuant to Charter Section 9.118,
7 in substantially the form on file with the Clerk of the Board, and in such final form as approved
8 by the General Manager and the City Attorney.
9



City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 091056

Date Passed:

Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute Water System Improvement Program-funded Professional Service Agreement No. CS-916, Peninsula Region Construction Management Services, with HDR Engineering, Inc., for an amount not to exceed \$22,000,000 with a term of up to 55 months, pursuant to San Francisco Charter Section 9.118.

October 20, 2009 Board of Supervisors — ADOPTED

Ayes: 10 - Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell, Mirkarimi

Excused: 1 - Alioto-Pier

File No. 091056

I hereby certify that the foregoing Resolution
was ADOPTED on October 20, 2009 by the
Board of Supervisors of the City and County
of San Francisco.

10-29-09

Date Approved



Angela Calvillo
Clerk of the Board


Mayor Gavin Newsom

1 [Contract Amendment - Peninsula Habitat Restoration Construction Management Services -
2 Water System Improvement Program Projects - Not to Exceed \$26,000,000]

3 **Resolution authorizing an amendment to the San Francisco Public Utilities**
4 **Commission Contract No. CS- 916 for Peninsula Regional Construction Management**
5 **Services in the amount not to exceed \$ 4,000,000, for a total agreement not to exceed**
6 **amount of \$26,000,000 to fund Construction Management Services for Bioregional**
7 **Habitat Restoration actions required for various Water System Improvement Program**
8 **Projects within the Peninsula Region, San Mateo County, pursuant to Charter Section**
9 **9.118, and adopting findings pursuant to the California Environmental Quality Act**
10 **(CEQA).**

11
12 WHEREAS, This Board of Supervisors, by Resolution No. 405-09 adopted on October
13 20, 2009 approved SFPUC awarded Agreement No. CS- 916, Peninsula Construction
14 Management Services (CM) in the amount of \$22,000,000, and with a term of fifty-five (55)
15 months, with HDR Engineering, Inc, pursuant to Charter Section 9.118; and

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

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

3 WHEREAS, Anticipated construction at these Bioregional Habitat Restoration sites
4 includes excavation, soil placement, stream bank stabilization, and planting to create
5 seasonal wetlands, riparian habitat and woodlands, to be undertaken pursuant to future
6 construction contracts, for which CM services are required to augment SFPUC staff in
7 overseeing the work. CM services also include certain pre-construction activities necessary to
8 successful implementation of the habitat restoration sites, and for this reason, the SFPUC
9 authorized Amendment No. 1 to CS 916, subject to Board approval pursuant to Charter
10 Section 9.118, and provided that only task orders for pre-construction activities may be issued
11 subject to further review and approval with respect to each of the various sites in the
12 Peninsula Region; and

13 WHEREAS, The Homestead Pond, Adobe Gulch, and San Andreas Reservoir
14 Bioregional Habitat Restoration sites, for which construction management services will be
15 provided, include sites that are proposed as mitigation for WSIP facility improvement projects
16 that have been approved by the SFPUC and CEQA findings adopted by this Board; including,
17 among others, the Bay Division Reliability Upgrade (Board Resolution No. 371-09) and
18 Crystal Springs San Andreas Transmission Upgrade project (Board Resolution No. 356-10),
19 and the San Francisco Planning Department, Major Environmental Analysis Division has
20 prepared a Note to the File ("Note to File") dated June 14, 2010 for the Bay Division Reliability
21 Upgrade (City Planning File No. 2005.0164E), determining that implementation of the
22 Homestead Pond mitigation site would not result in any additional significant environmental
23 impacts beyond those disclosed in the Final EIR for the project; and

24 WHEREAS, The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe
25 Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and

1 Sherwood Point projects are proposed as Bioregional Habitat Restoration sites for the Lower
2 Crystal Springs Dam Improvement Project, approved by the Commission (SFPUC Resolution
3 10-0175), and for which CEQA Findings were adopted by this Board on November 16, 2010;
4 and

5 WHEREAS, CM services under Amendment No. 1 for all of the above referenced sites
6 will be limited to pre-construction activities, unless and until the SFPUC and this Board have
7 reviewed and considered the environmental analysis and adopted CEQA findings, if required,
8 for each of the Bioregional Habitat Restoration sites, and the SFPUC authorizes related
9 construction activities for that site; and

10 WHEREAS, This Board and the SFPUC have previously reviewed and considered the
11 information and findings contained in the Final Environmental Impact Reports (FEIRs) and
12 adopted Resolutions, including CEQA Findings, for the Bay Division Reliability Upgrade
13 projects, Crystal Springs San Andreas Transmission Upgrade project, and Lower Crystal
14 Springs Dam project, for which Bioregional Habitat Restoration actions will be undertaken in
15 the Peninsula region, all as contained in the respective project files, WSIP Program FEIR,
16 SFPUC and Board Resolutions, which resolutions are incorporated herein by reference as
17 though fully set forth, together with all written and oral information provided by the Planning
18 Department (including the Note to File), the public, relevant public agencies, SFPUC and
19 other experts and the administrative files for this action as identified above; and

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

1 Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project
2 that has not yet been approved, and both the SFPUC and this Board retain full discretion to
3 consider the environmental documents for those other WSIP projects still undergoing
4 environmental review, including but not limited to mitigation measures therein, and to adopt or
5 decline to adopt findings required under CEQA for those projects; and

6 WHEREAS, The SFPUC, by its Resolution No. 10-0198, adopted November 9, 2010,
7 authorized Amendment No. 1 to CS-916 in the amount not to exceed \$4,000,000 for
8 additional CM services by HDR Engineering, Inc. with respect to implementation of various
9 Bioregional Habitat Restoration sites that may be improved within the Peninsula region,
10 because the nature of the needed CM services is such that using existing skills and
11 knowledge of the CM staff already working in the Peninsula region will result in time and cost
12 savings. The additional work is primarily environmental monitoring, which is seasonal and of
13 short duration as a result of wildlife breeding cycles and weather patterns. With Amendment
14 No. 1, the total not to exceed amount is \$26,000,000 for contract CS-916 for CM services in
15 the Peninsula Region; and

16 WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 17.9% Local
17 Business Enterprise (LBE) participation (of the total labor value of services to be provided)
18 has been established for this agreement; and

19 WHEREAS, Funds for the amendment of the CS -916 agreement are available from
20 Project No. CUW 38802 –Habitat Reserve Program (The Bioregional Habitat Restoration) and
21 were accounted for in the existing WSIP budget, approved by the SFPUC on July 28, 2009;
22 now, therefore, be it

23 RESOLVED, That this Board adopts the CEQA findings contained in SFPUC
24 Resolution No. 10-0198 authorizing the Amendment No. 1 to contract CS 916, on file with the
25

1 Clerk of the Board of Supervisors in File No. 101462, which is hereby declared to be a part of
2 this Resolution as if set forth fully herein; and be it

3 FURTHER RESOLVED, That this Board reviewed and considered the Bay Division
4 Reliability Upgrade FEIR, and related Note to File for the Homestead Pond habitat restoration
5 site, the Crystal Springs / San Andreas Transmission System Upgrades FEIR, and the Lower
6 Crystal Springs Dam FEIR, and found that they are adequate for their use by the decision-
7 making body for the action taken herein; and be it

8 FURTHER RESOLVED, That this Board finds that since the FEIRs were finalized,
9 there have been no substantial changes in the Bay Division Reliability Upgrade projects,
10 Crystal Springs / San Andreas Transmission System Upgrades project, or Lower Crystal
11 Springs Dam project, and no substantial changes in circumstances relating to those projects
12 that would require major revisions to the FEIRs due to the involvement of new significant
13 environmental effects or an increase in the severity of previously identified significant impacts,
14 and there is no new information of substantial importance that would change the conclusions
15 set forth in the FEIRs; and be it

16 FURTHER RESOLVED, That this Board hereby authorizes the General Manager of the
17 SFPUC to execute Amendment No. 1 to Water Enterprise, Water System Improvement
18 Program-funded Agreement No. CS-916, Peninsula Construction Management Services, with
19 HDR Engineering, Inc. in the amount not to exceed \$4,000,000 for additional CM services
20 with respect to implementation of various Bioregional Habitat Restoration sites that may be
21 improved within the Peninsula region, increasing the total agreement by an amount not to
22 exceed \$26,000,000; provided that SFPUC shall limit expenditures on task orders to pre-
23 construction activities for each individual site unless, and until such time as, the SFPUC and
24 this Board reviews and considers the environmental analysis and adopt findings pursuant to
25

1 CEQA, if required, with respect to that Bioregional Habitat Restoration site in the Peninsula
2 Region, and the SFPUC authorizes the related construction activities; and be it

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

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 101462

Date Passed: December 14, 2010

Resolution authorizing an amendment to the San Francisco Public Utilities Commission Contract No. CS- 916 for Peninsula Regional Construction Management Services in the amount not to exceed \$ 4,000,000, for a total agreement not to exceed amount of \$26,000,000 to fund Construction Management Services for Bioregional Habitat Restoration actions required for various Water System Improvement Program Projects within the Peninsula Region, San Mateo County, pursuant to Charter Section 9.118, and adopting findings pursuant to the California Environmental Quality Act.

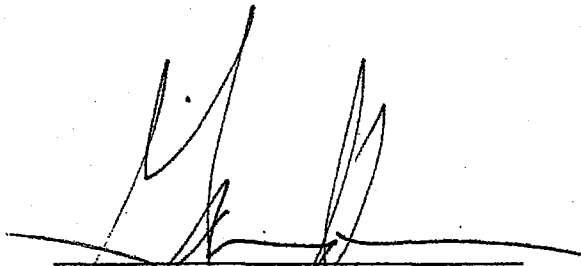
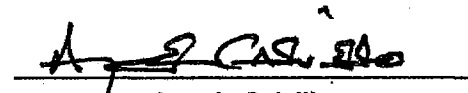
December 08, 2010 Budget and Finance Committee - RECOMMENDED

December 14, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Duffy, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 101462

I hereby certify that the foregoing
Resolution was ADOPTED on 12/14/2010 by
the Board of Supervisors of the City and
County of San Francisco.


Mayor Gavin Newsom
Angela Calvillo
Clerk of the Board
Date Approved

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0198

WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, this Commission awarded Agreement No. CS-916, Peninsula Construction Management (CM) Services, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$22,000,000, and with a term of fifty-five (55) months, concluding on June 29, 2014 with HDR Engineering, Inc., subject to Board of Supervisors approval pursuant to Charter Section 9.118; and

WHEREAS, On October 20, 2009 pursuant to Resolution No. 405-09, approval for Agreement No. CS- 916 was obtained from the San Francisco Board of Supervisors; and

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

WHEREAS, Amendment No. 1 is being requested in the amount of \$4,000,000 additional CM services associated with Bioregional Habitat Restoration sites to be located within the Peninsula Region, increasing the total not-to-exceed agreement amount to \$26,000,000; and

WHEREAS, The Homestead Pond, Adobe Gulch, and San Andreas Reservoir compensatory habitat mitigation sites, for which construction management services will be provided, include sites which are proposed as mitigation for WSIP facility improvement projects which have been approved by the Commission and CEQA findings adopted by the Board of Supervisors ("Board"); including, among others, the Bay Division Reliability Upgrade and Crystal Springs San Andreas Transmission Upgrade project; and

WHEREAS, The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and Sherwood Point projects are proposed as compensatory mitigation habitat for the Lower Crystal Springs Dam Improvement Project which has been approved by the Commission (SFPUC Resolution 10-0175), including the adoption of CEQA Findings and a Mitigation Monitoring and Report Program, but for which CEQA findings have not yet been adopted by the Board of Supervisors; and

WHEREAS, Environmental review has been completed for the above-referenced WSIP facility improvement projects, and CEQA findings adopted by the Commission and the Board, as described above; and by Note to the File ("Note to File") dated June 14, 2010 for the Bay Division Reliability Upgrade prepared by the San Francisco Planning Department, Major Environmental Analysis Division (City Planning File No. 2005.0164E), determining that implementation of the Homestead Pond mitigation site would not result in any additional significant environmental impacts beyond those disclosed in the Final EIR for the project; and

WHEREAS, By adopting CEQA Findings for Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades including implementation of compensatory mitigation at sites that may be proposed as mitigation for individual WSIP facility improvement projects that have not yet been approved by the SFPUC, the SFPUC is not making any commitment to approve any other WSIP project or mitigation, nor does the Commission make any determination as to the adequacy of the Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project that has not yet been approved, and the Commission retains full discretion to consider the environmental documents for other WSIP projects, including but not limited to mitigation measures therein, and to adopt or decline to adopt findings required under CEQA for those projects; and

WHEREAS, The Commission has reviewed and considered the information and findings contained in the final EIRs for the Bay Division Reliability Upgrade and Crystal Springs/San Andreas Transmission System Upgrades projects, Note to the File, all as contained in the respective project files, WSIP Program FEIR, SFPUC and Board Resolutions referred to in the Agenda Report for this matter, which resolutions are incorporated herein by reference as though fully set forth and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for this action as identified above; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 17.9% Local Business Enterprise (LBE) participation (of the total value of services to be provided) has been established for this agreement; and

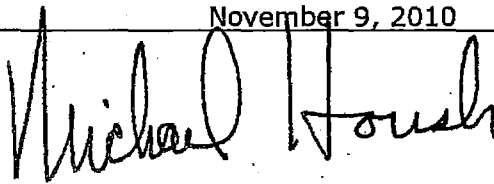
WHEREAS, Funds for this agreement are available from Project No. CUW 38802 – Habitat Reserve Program (The Bioregional Habitat Restoration) and were accounted for in the existing WSIP budget approved by the Commission on July 28, 2009; now, therefore, be it

RESOLVED, That the Commission finds that the Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades FEIRs are adequate for their use by the decision-making body for the action taken herein; and be it

FURTHER RESOLVED, The Commission finds that since the FEIRs were finalized, there have been no substantial changes in the Bay Division Reliability Upgrade or Crystal Springs / San Andreas Transmission System Upgrades Projects, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise Water System Improvement Program-funded Agreement No. CS-916, Peninsula Region Construction Management (CM) Services, with HDR Engineering, Inc. for additional construction management services associated with Bioregional Habitat Restoration sites within the Peninsula Region; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this amendment, increasing the agreement by \$4,000,000, for a total agreement amount of \$26,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *November 9, 2010*

A handwritten signature in black ink, appearing to read "Michael Housh". The signature is written in a cursive, flowing style. It is positioned above a horizontal line that serves as a separator for the title below.

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 13-0179

WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, this Commission awarded Agreement No. CS-916, Peninsula Construction Management Services, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement, in the amount of \$22,000,000, and with a term of four (4) years, seven (7) months, concluding on June 29, 2014 with HDR Engineering, Inc.; and

WHEREAS, On October 20, 2009 pursuant to Resolution No. 405-09, approval for Agreement No. CS-916 was obtained from the San Francisco Board of Supervisors; and

WHEREAS, Amendment No. 1 was approved on November 9, 2010 per Resolution No. 10-0198 for \$4,000,000 for additional Construction Management Services associated with Bioregional Habitat Restoration sites in the Water System Improvement (WSIP) Peninsula Region; increasing the total not-to-exceed agreement amount to \$26,000,000, with no change to the Agreement duration; and

WHEREAS, On December 14, 2010 pursuant to Resolution No. 598-10, approval for Amendment No. 1 to Agreement No. CS-916 was obtained from the San Francisco Board of Supervisors; and

WHEREAS, The construction phase of the Crystal Springs/San Andreas (CSSA) Transmission Upgrade project is forecasted to extend to November 14, 2014; and

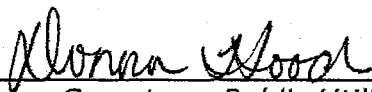
WHEREAS, Amendment No. 2 is being requested to increase the Agreement not-to-exceed amount by \$1,500,000 to provide continued construction management services during and through the construction phase of the CSSA Transmission Upgrade project, increasing the total not-to-exceed Agreement amount to \$27,500,000 and extending the Agreement duration by six months, for a total Agreement of five years, 1 month; and

WHEREAS, The Contract Monitoring Division (CMD) established a Local Business Enterprise (LBE) participation goal of 17.9% and that goal will remain unchanged; and

WHEREAS, Funds for this Agreement and Modification are available from WSIP regional projects within the program's Peninsula Region, now therefore be it,

RESOLVED, That this Commission hereby approves Water Enterprise, Water System Improvement Program (WSIP)-funded Amendment No. 2 to Agreement No. CS-916, Peninsula Construction Management Services with HDR Engineering, Inc. for continued construction management services associated with the CSSA Transmission Upgrade project; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this Amendment, increasing the Agreement not-to-exceed amount by \$1,500,000 for a total Agreement not-to-exceed amount of \$27,500,000, and extending the Agreement duration six months for a total Agreement duration of 5 years, 1 month; subject to Board of Supervisor approval under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 10, 2013.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0142

WHEREAS, It is necessary to procure the services of a qualified Construction Management (CM) firm to provide specialized CM services to supplement SFPUC staff, through Agreement No. CS-916, Peninsula Construction Management Services; and

WHEREAS, The estimated cost of services is up to \$22,000,000 assuming that the Commission approves the proposed projects following review and consideration of the certified Final Environmental Impact Reports for: CUW35401 - Lower Crystal Springs Dam Improvement, CUW37101 - Crystal Springs / San Andreas Transmission Upgrade, and CUW37801 - Crystal Springs Pipeline No. 2 Replacement Projects; and

WHEREAS, The proposal was advertised on May 14, 2009; and

WHEREAS, Services are anticipated to begin in October 2009 and end in April 2014 and the duration of this agreement is fifty-five (55) months; and

WHEREAS, SFPUC staff and the Human Rights Commission (HRC) review of the proposals resulted in the establishment of HDR Engineering, Inc. as the best qualified consulting firm; and

WHEREAS, A HRC subcontracting goal of 9% LBE participation of the total labor value has been established for this contract; and

WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

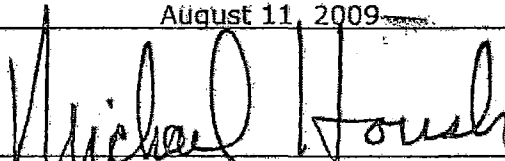
WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within 2 weeks of the date of the Commission award; failure of the bidder to obtain compliance certification from HRC may, in the General Manager's sole discretion, result in award of the agreement to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

WHEREAS, Funds for various tasks of the agreement will be available from the following projects:

- CUW35401 – Lower Crystal Springs Dam Improvement
- CUW36102 – Pulgas Discharge Channel Modifications
- CUW36103 – Pulgas Reservoir Structural Rehabilitation and Roof Replacement
- CUW36105 – Pulgas Modifications of the Existing Dechlorination Facility
- CUW37101 – Crystal Springs / San Andreas Transmission Upgrade
- CUW37801 – Crystal Springs Pipeline No. 2 Replacement
- CUW37901 – San Andreas Pipeline No. 3 Installation
- CUW39101 – Baden and San Pedro Valve Lots Improvements; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of HDR Engineering, Inc.; awards Water Enterprise, Water System Improvement Program-funded Agreement No. CS-916, Peninsula Region Construction Management Services, to provide construction management services; and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement with HDR Engineering, Inc., for an amount not to exceed \$22,000,000, and with a duration of 55 months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 11, 2009


Secretary, Public Utilities Commission



FORM 2A: HRC CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified LBEs can be used to meet the LBE subconsultant goal. An LBE Prime proposer (whether submitting a proposal on its own or as part of a joint venture) cannot count its participation towards meeting the LBE subconsultant goal.

Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:	CS-916 Construction Management Services, Peninsula Region Projects	RATING BONUS	
Firm:	HDR	<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Contact Person:	Ron Perkins	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Address:	560 Mission Street, Suite 900	<input type="checkbox"/> No Rating Bonus Requested	
City/ZIP	San Francisco, CA 94105	LBE Goal 17.9%	
Phone	(415) 546-4200		

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
P	HDR	PRIME	38.8%	NO		%
S	SHAW	ENVIRONMENTAL	8.3%	NO		%
S	THIER	OUTREACH	2.05%	YES	WBE	6.35%
S	JACOBS	ADMINISTRATION	0.42%	NO		%
S	INFRAMARINE	QC	1.16%	NO		
S	GSB	QC	0.65%	NO		
S	CPM	PROJECT CONTROLS	4.11%	NO		
S	ECS	ENVIRONMENTAL/QC	9.07%	YES	WBE	28.10%
S	DARNEL SHAW	ADMINISTRATION	0.04%	YES	MBE	0.14%



S	HOLMAN	QC	0.28%	YES	OBE	0.87%
S	CRE	ENVIRONMENTAL	6.76%	YES	OBE	20.93%
S	J. ALLEN	QC	0.01%	NO		
S	DOBKIN	QC	0.02%	YES	WBE	0.07%
S	MCK	QC	1.48%	YES	OBE	4.58%
S	AGS	QC	1.22%	YES	MBE	3.79%
S	AMEC	QC	3.64%	NO		
S	KATZ	OUTREACH	0.69%	NO		
S	KKCS	ADMINISTRATION	1.06%	NO		
S	APEX	PROJECT CONTROLS	0.99%	YES	MBE	3.06%
S	ASTIN	ADMINISTRATION	2.27%	NO		
S	PARADIS	ENVIRONMENTAL	1.78%	NO		
S	BENDZ	QC	1.48%	NO		
S	DASTUR	QC	0.05%	NO		
S	JOE HILL	ADMINISTRATION	0.38%	YES	MBE	1.18%
S	BASIN	ADMINISTRATION	0.37%	NO		
S	BIOMAAS	ENVIRONMENTAL	9.99%	YES	MBE	30.94%
S	TRC	ENVIRONMENTAL	2.87%	NO		
S	DCMS	QC	0.02%	NO		
S	PMA	PROJECT CONTROLS	0.03%	NO		
			Total % of Work: 100%		Total LBE Subconsulting%	32.28%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): Robert H. Ellis Date: 11/26/13
Print Name and Title: Robert H. Ellis, Senior Vice President



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org/sfhumanrights. Use additional sheets if necessary.

FIRM NAME:	HDR Engineering, Inc.	VENDOR #:	
ADDRESS:	115 Sansome Street, Suite 800	FEDERAL ID #:	47-0680568
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415-814-6800
		FAX:	415-814-6801
SERVICE:	Prime Consultant, Construction Management, QA Inspection, Field Contract Administration		

FIRM NAME:	Shaw Environmental and Infrastructure, Inc.	VENDOR #:	
ADDRESS:	4005 Port Chicago Highway	FEDERAL ID #:	75-3044680
CITY, ST, ZIP:	Concord, CA 94520	PHONE:	925-288-9898
		FAX:	925 288 0888
SERVICE:	Specialty Environmental Monitoring, Environmental Inspection, Regional Safety and Training		

FIRM NAME:	AGS, Inc.	VENDOR #:	7138
ADDRESS:	111 New Montgomery Street, Suite 500	FEDERAL ID #:	68-0010385
CITY, ST, ZIP:	San Francisco, CA 94102	PHONE:	415-777-2166
		FAX:	415-777-4874
SERVICE:	Administrative/Document Control, Technical Advisor - Geotechnical, Technical Advisor - Structural		

FIRM NAME:	James Allen	VENDOR #:	
ADDRESS:	6747 Tory Way	FEDERAL ID #:	557-45-2030
CITY, ST, ZIP:	Dublin, CA 94568	PHONE:	925-413-0054
		FAX:	n/a
SERVICE:	Specialty Environmental Monitor - Paleontological		

FIRM NAME:	APEX Testing Laboratories	VENDOR #:	74874
ADDRESS:	3450 Third Street, Suite 3E	FEDERAL ID #:	13-4351450
CITY, ST, ZIP:	San Francisco, CA 94124	PHONE:	415-550-9800
		FAX:	415-550-9880
SERVICE:	QA Inspection - Materials Testing		

FIRM NAME:	Mike Astin	VENDOR #:	
ADDRESS:	171 Mount Tam Court	FEDERAL ID #:	550-50-5824
CITY, ST, ZIP:	Martinez, CA 94553	PHONE:	925-370-2166
		FAX:	n/a
SERVICE:	Field Contact Administrator	CELL:	925-383-3948



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

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FIRM NAME:	Jon Bendz		VENDOR #:	
ADDRESS:	3527 Mt. Diablo Blvd, Suite 213		FEDERAL ID #:	519-46-5277
CITY, ST, ZIP:	Lafayette, CA 94549	PHONE:	916-439-6711	FAX: n/a
SERVICE:	QA Inspection			

FIRM NAME:	Charles Cowan & Associates		VENDOR #:	
ADDRESS:	PO BOX 469, 30500 NE 258TH AVENUE		FEDERAL ID #:	91-1694728
CITY, ST, ZIP:	Yacolt, WA 98675	PHONE:	253-931-1209	FAX: 253-931-1229
SERVICE:	Partnering Facilitation			

FIRM NAME:	Coast Range Ecology		VENDOR #:	77054
ADDRESS:	1072 Geneva Avenue		FEDERAL ID #:	26-1584781
CITY, ST, ZIP:	San Francisco, CA 94112	PHONE:	415-404-6757	FAX: 415-404-6097
SERVICE:	Specialty Environmental Monitoring			

FIRM NAME:	Cooper Pineda Management, Inc.		VENDOR #:	35190
ADDRESS:	65 McCoppin Street		FEDERAL ID #:	94-3227941
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415-543-6515	FAX: 415-543-6570
SERVICE:	Estimation, QA Inspection			

FIRM NAME:	Corpro Companies, Inc.		VENDOR #:	05716
ADDRESS:	2799 Miller Street		FEDERAL ID #:	34-1422570
CITY, ST, ZIP:	San Leandro, CA 94577	PHONE:	510-614-8800	FAX: 510-614-8811
SERVICE:	QA Inspection			

FIRM NAME:	Darnell Shaw Environmental		VENDOR #:	67612
ADDRESS:	225 Bush Street, 16th Floor		FEDERAL ID #:	
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415-994-6463	FAX: 415-439-8304
SERVICE:	Specialty Environmental Monitoring			



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

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FIRM NAME:	Environmental & Construction Solutions, Inc.	VENDOR #:	60979
ADDRESS:	290 Division Street, Suite #307	FEDERAL ID #:	30-0074225
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	415-934-8790
SERVICE:	Construction Scheduling/Cost Specialists	FAX:	415-934-8069

FIRM NAME:	GEI Consultants	VENDOR #:	
ADDRESS:	180 Grand Avenue, Suite 1410	FEDERAL ID #:	04-2468348
CITY, ST, ZIP:	Oakland, CA 94612	PHONE:	510.350.2900
SERVICE:	Technical Advisor - Dams	FAX:	510.350.2901

FIRM NAME:	Ground Floor Public Affairs	VENDOR #:	
ADDRESS:	1046 Kearny Street	FEDERAL ID #:	20-8785146
CITY, ST, ZIP:	San Francisco, CA 94133	PHONE:	415-291-9501
SERVICE:	Public Relations Specialist	FAX:	415/520-9226

FIRM NAME:	Holman & Associates	VENDOR #:	
ADDRESS:	3615 Folsom Street	FEDERAL ID #:	93-0916960
CITY, ST, ZIP:	San Francisco, CA 94110	PHONE:	415-550-7286
SERVICE:	Specialty Environmental Monitor - Archaeology	FAX:	415-282-6239

FIRM NAME:	Jacobs Associates	VENDOR #:	014528
ADDRESS:	465 California Street, Suite 1000	FEDERAL ID #:	94-1371792
CITY, ST, ZIP:	San Francisco, CA 94104	PHONE:	415-434-1822
SERVICE:	Technical Advisory - Tunnel Inspection	FAX:	415-956-8502

FIRM NAME:	Kal Krishnan Consulting Services, Inc.	VENDOR #:	
ADDRESS:	344 Thomas L Berkley Way, Suite 302	FEDERAL ID #:	94-3067664
CITY, ST, ZIP:	Oakland, CA 94612	PHONE:	510-465-9800
SERVICE:	Construction Scheduler/Cost Specialist	FAX:	510-465-6868



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

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FIRM NAME:	Karen Johnson	VENDOR #:	
ADDRESS:	11942 Red Hill Avenue	FEDERAL ID #:	554-29-4739
CITY, ST, ZIP:	Santa Ana, CA 92705	PHONE:	714-838-1627
SERVICE:	Systems Operations	FAX:	n/a
	CELL: 510-459-5348		

FIRM NAME:	Katz & Associates	VENDOR #:	
ADDRESS:	4250 Executive Sq., Suite 670	FEDERAL ID #:	88-0285918
CITY, ST, ZIP:	San Diego, CA 92037	PHONE:	858-452-0031
SERVICE:	Public Relations Specialist	FAX:	858-552-8437

FIRM NAME:	MACTEC	VENDOR #:	
ADDRESS:	28 Second Street, Suite 700	FEDERAL ID #:	68-0146861
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415-543-8422
SERVICE:	QA Inspection - Welding	FAX:	415-777-9706

FIRM NAME:	Marjorie Dobkin, Ph.D., Inc.	VENDOR #:	38157
ADDRESS:	P.O. Box 190601	FEDERAL ID #:	045-40-4523
CITY, ST, ZIP:	San Francisco, CA 94119	PHONE:	415-986-1347
SERVICE:	Specialty Environmental Monitor	FAX:	n/a

FIRM NAME:	MCK Associates LLC	VENDOR #:	68163
ADDRESS:	806 Jamestown Ave	FEDERAL ID #:	94-3367252
CITY, ST, ZIP:	San Francisco, CA 94124	PHONE:	415-656-3264
SERVICE:	Administrative/Document Control Specialist, Project Construction Manager Resource	FAX:	415-656-3517

FIRM NAME:	Meridian Survey Engineering, Inc.	VENDOR #:	
ADDRESS:	1812 Union Street	FEDERAL ID #:	94-3110303
CITY, ST, ZIP:	San Francisco, CA 94123	PHONE:	415.440.4131
SERVICE:	QA Inspection - Survey Control	FAX:	415.440.4132



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org/sfhumanrights. Use additional sheets if necessary.

FIRM NAME:	Smith Culp Consulting		VENDOR #:	
ADDRESS:	653 Ravel Court		FEDERAL ID #:	91-1571934
CITY, ST, ZIP:	Las Vegas, NV 89145	PHONE:	702.360.1120	FAX: 702.838.8426
SERVICE:	Staff Integration Facilitation			

FIRM NAME:	Thier PR		VENDOR #:	57331
ADDRESS:	2350 Taylor Street, Suite # 8		FEDERAL ID #:	91-2141699
CITY, ST, ZIP:	San Francisco, CA 94133	PHONE:	415-440-0234	FAX: 415-440-0238
SERVICE:	Public Relations Specialist			

FIRM NAME:	Underwater Resources, Inc.		VENDOR #:	51831
ADDRESS:	Pier 26, The Embarcadero		FEDERAL ID #:	94-3149639
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415-974-5464	FAX: 415-974-1749
SERVICE:	Aquatic Resources/Diving Expert			

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:		FAX:
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:		FAX:
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:		FAX:
SERVICE:				



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

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FIRM NAME:	Joe Hill Consulting Engineer		VENDOR #:	
ADDRESS:	380 Pacheco Street		FEDERAL ID #:	
CITY, ST, ZIP:	SF, CA 94116	PHONE:	415-314-0071	FAX:
SERVICE:	Contract Administration			

FIRM NAME:	Basin Research Associates		VENDOR #:	
ADDRESS:	1933 Davis Street, Suite 210		FEDERAL ID #:	
CITY, ST, ZIP:	San Leandro, CA 94577	PHONE:		FAX:
SERVICE:	Specialty Environmental			

FIRM NAME:	BioMaAs		VENDOR #:	
ADDRESS:	333 Valencia Street, Suite 324		FEDERAL ID #:	
CITY, ST, ZIP:	SF, CA, 94103	PHONE:	415-255-8077	FAX:
SERVICE:	Environmental Inspection, Specialty Environmental			

FIRM NAME:	TRC		VENDOR #:	
ADDRESS:	101 2 nd Street, Suite 300		FEDERAL ID #:	
CITY, ST, ZIP:	SF, CA, 94105	PHONE:	415-644-3000	FAX: 415-541-9378
SERVICE:	Environmental Management, Inspection, Specialty Environmental			

FIRM NAME:	DCMS		VENDOR #:	
ADDRESS:	244 California Street, Suite 501		FEDERAL ID #:	
CITY, ST, ZIP:	SF, CA, 94111	PHONE:	415-503-0848	FAX:
SERVICE:	QC, Estimating, Risk Management			

FIRM NAME:	PMA Consultants		VENDOR #:	
ADDRESS:	50 California Street, Suite 1544		FEDERAL ID #:	
CITY, ST, ZIP:	SF, CA, 94111	PHONE:	415-813-5008	FAX:
SERVICE:	Controls			



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org/sfhumanrights. Use additional sheets if necessary.

FIRM NAME:	Infrastructure & Marine Consultants, LLC	VENDOR #:	
ADDRESS:	4579 Hillvale Way N.	FEDERAL ID #:	
CITY, ST, ZIP:	Oakdale, MN, 55128	PHONE:	
SERVICE:	QA Marine Inspection	FAX:	

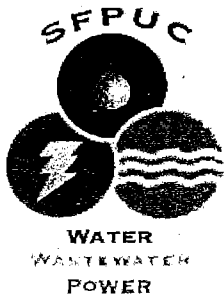
FIRM NAME:	GF Harbison Engineering Services	VENDOR #:	
ADDRESS:	3580 Mounty Hickory Blvd.	FEDERAL ID #:	
CITY, ST, ZIP:	Hermitage, PA 16148	PHONE:	724-308-3056
SERVICE:	QA Marine Inspection	FAX:	

FIRM NAME:		VENDOR #:	
ADDRESS:		FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	
SERVICE:		FAX:	

FIRM NAME:		VENDOR #:	
ADDRESS:		FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	
SERVICE:		FAX:	

FIRM NAME:		VENDOR #:	
ADDRESS:		FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	
SERVICE:		FAX:	

FIRM NAME:		VENDOR #:	
ADDRESS:		FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	
SERVICE:		FAX:	



SAN FRANCISCO PUBLIC UTILITIES COMMISSION



City and County of San Francisco
San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and

HDR Engineering Inc.
CS-916 Construction Management Services
Peninsula Regional Projects

This Agreement is made this 29th day of October, 2009, in the City and County of San Francisco, State of California, by and between: **HDR Engineering Inc. 115 Sansome Street, Suite 800, San Francisco, CA 94104-3622**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its General Manager of the Public Utilities Commission.

Recitals

WHEREAS, the **San Francisco Public Utilities Commission** ("Department") wishes to retain a consultant for the provision of Construction Management Services for the SFPUC Water System Improvement Program's New Irvington Tunnel Project; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **May 14, 2009**, and City selected Contractor as the highest ranked proposer pursuant to the RFP; 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, approval for this Agreement was obtained from a Civil Service Commission Notice of Action (**PSC # 4156-08/09**) for Agreement No. CS-916 on June 1, 2009; and,

WHEREAS, on **August 11, 2009**, pursuant to Resolution No. **09-0142**, the San Francisco Public Utilities Commission awarded this Agreement, subject to approval by the Board of Supervisors under Charter section 9.118, and authorized the General Manager to execute this Agreement upon Board approval; and,

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution No. **405-09** on October 29, 2009; and,

Now, THEREFORE, the parties agree as follows:

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.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from **November 20, 2009 to June 29, 2014.**

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$22,000,000 Dollars (Twenty Two Million dollars).** Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor

and approved by **San Francisco Public Utilities Commission** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

6. Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be

presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance - Left blank by Agreement of the Parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands 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:

(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;

(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.

(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.

(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.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the

unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship 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.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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 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.

b. Payment of Taxes and Other Expenses

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. 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:

(1) Worker's Compensation Insurance, including Employer's Liability limits with Statutory limits as required by the State of California, not less than \$1,000,000 each accident, injury or illness.

(2) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) 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.

(4) Professional liability insurance with limits not less than \$5,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

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

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

City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, CA 94103

d. 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 five years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. 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.

f. 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.

g. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

j. **Waiver of Subrogation**
Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

l. **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnatee or the contractors of any Indemnatee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. 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 or services to be supplied in the performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages

Contractor shall not be liable to the City, regardless of whether any claim is based on contract, tort, strict liability or otherwise, for any type of special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the services performed in connection with this Agreement. This limitation shall not (i) affect Contractor's obligation to pay Liquidated Damages as set forth in this Agreement; (ii) affect Contractor's liability for fraud, willful misconduct or illegal or unlawful acts; (iii) limit Contractor's liability for third party claims as provided elsewhere herein; (iv) limit Contractor's

liability for any type of damage to the extent such damage is required to be covered by insurance as specified herein; or (v) limit contractor's liability for damages expressly provided for in this Agreement.

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. Liquidated Damages - Left Blank by Agreement of the Parties

20. Default; Remedies

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

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) 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, (b) 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 (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, 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 all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. 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.

21. Termination for Convenience

a. 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 minimum of fourteen (14) days written notice of termination. The notice shall specify the date on which termination shall become effective.

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

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) 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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) 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.

c. 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:

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work 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 or other work. Any overhead

allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) 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.

(4) 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.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and 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. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of 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, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:

San Francisco Public Utilities Commission
Project Management Bureau
Attention: Husam Masri
1155 Market Street, 6th Floor
San Francisco, CA 94103
Tel. (415) 551-4563
Fax. (415)
Email: hmasri@sfgwater.org

To Contractor:

HDR Engineering Inc.
Attention: James Brantley, PE
575 Market Street, Suite 700
San Francisco, CA 94105-2837
Tel (415) 814-6800
Fax (415) 954-8030
Email: james.brantley@hdrinc.com

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. 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 work under this Agreement. 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 conferred upon City by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. 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.

32. Earned Income Credit (EIC) Forms

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all 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"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1). Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the

sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) Subcontracting Goals

The LBE subconsulting goal for this contract is **17.9%** of the total labor value of the services to be provided. The LBE subcontracting goal shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed. Refer to Table for Required LBE Participation below. Pursuant to Sec. 14B.9 of the Administrative Code, the availability of Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) to perform subconsulting work on this project is as follows: 3.7% MBE, 6.4% WBE, and 7.8% OBE. [Consultants should note that regardless of the subconsulting goal established in the RFP documents, the goal percentage set in this contract will be the same goal that the Consultant declared under penalty of perjury would be utilized on HRC Form 2A Contract Participation Form.]

Table for Required LBE Participation

	Estimated Contract Amount	Required LBE Subconsultant Participation at time of proposal
Labor Items: <ul style="list-style-type: none">• Construction Management• Communications Services• Document Control• Environmental Services• Materials Testing• Surveying• All other labor items	\$16.5 M	17.9%
Other Items <ul style="list-style-type: none">• Additional Services• ODCs/Equipment/Special Material	\$5.5 M	0 %
TOTAL	\$22.0 M	

Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and

encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

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

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between 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 or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit 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.

41. Public Access to Meetings and Records

If the Contractor 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, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

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

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

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

a. 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.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys' fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first

source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC 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% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. 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.

51. Construction

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

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances 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.

54. 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.

55. Left Blank by Agreement of the Parties (Supervision of Minors)

56. Severability

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

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure - Left Blank by Agreement of the Parties

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, 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.

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

CITY	CONTRACTOR
<p>Recommended by:</p> <hr/> <p>Ed Harrington General Manager San Francisco Public Utilities Commission</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Deputy City Attorney</p>	<p>Consultant Name</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Name: Address</p> <p>City vendor number: _____</p>

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Appendix A
Services to be provided by Contractor

Contractor agrees to perform said services in accordance with the terms of this Agreement.

1. Description of Services

Contractor will provide construction management services for the Peninsula Region. Contractor will be the Peninsula Regional Consultant Construction Manager (RCCM), and will be required to provide fully qualified and highly experienced construction management personnel to manage the construction of the projects within the Region. Contractor shall implement the Peninsula Region Construction Management objectives and requirements in accordance with the WSIP Construction Management Plan ("WSIP CM Plan") guidelines, uniform procedures and policies. Contractor shall employ construction management processes that are consistent with the WSIP CM Plan and industry standards and practices.

The WSIP CM Plan, as well as the Request for Proposals (CS-916) dated May 11, 2009, are hereby incorporated into this Agreement as if fully set forth herein.

Performance of the Construction Management Services will be executed according to a task order process. 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. A final task order scope proposal will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to Construction Management Bureau for approval. Labor rates, overhead rates and certain other unit costs or prices, including profit will be accordance with Appendix B. However, as provided in the RFP, the budget identified for tasks in Appendix B is an estimate, and the City reserves the right to modify the budget allocated to any task as more specific information concerning the task order scope becomes available.

The following tasks, subtasks and subtask activities are referenced to the relevant sections (in parentheses) in the WSIP CM Plan to provide guidance to the Proposer as to the anticipated scope of work. The sections referenced are not inclusive. The RCCM will be responsible for providing the duties required by the WSIP CM Plan for the functional positions that will be staffed by the RCCM. The Proposer is responsible for reviewing the WSIP CM Plan to obtain a full understanding of that Plan and how it relates to the scope of work to be provided by the RCCM and to each of these tasks, subtasks and subtask activities listed below. These tasks, subtasks and subtask activities shall be performed by the RCCM and its staff for the Peninsula Region in a manner that is consistent with the approach to Construction Management as described in the WSIP CM Plan.

Task 1 Regional Construction Management Services

Subtask 1.1 Regional Construction Management (1.5.2, 1.6.21 and 1.6.25)

Immediately upon Notice to Proceed (NTP), the Regional Consultant Construction Management (RCCM) will mobilize the Regional Construction Manager (RCM) along with needed administrative support. The RCM will oversee the management of all assigned construction contracts and monitor and report compliance with contract terms and conditions and the WSIP Construction Management Plan and Procedures. The RCM will support the Peninsula Regional Project Manager (RPM) in the management of the integrated Peninsula CM teams consisting of City and Contractor staff. The RCM will also serve as the Project CM for the CUW37101 – Crystals Springs San Andreas Transmission Upgrade Project.

The RCM will direct the construction management organization, an integrated team of City and contractor staff, for the Peninsula Region, including managing the Project CMs and regional implementation resources. The RCM will assemble forecasts and required reports provided by the Project CMs to the Regional Project Manager (RPM) for inclusion in the WSIP program controls system and will work closely with and support the RPM relative to the Peninsula Regional budget and schedule issues. The RCM will also monitor the construction activities for timely processing of submittals, Requests for Information (RFI), Requests for Substitution (RFS), Application for Payments and change orders and will assist and facilitate resolution of conflicts and problems arising in the projects between Contractors and Project CMs.

The RCM will review and approve the recommendations of Project CMs of change orders within the parameters of the WSIP Change Approval Matrix and recommendations for contractual actions against a Contractor. The RCM will assist the RPM in reviewing and developing strategies to address claims from contractors and will lead and participate in constructability reviews and assist with the Bid and Award Phase of the applicable Peninsula projects as assigned and directed by the RPM.

The RCM will also oversee the Regional CM contract, CS-916, including performance of CM staff; resource planning and hiring; and reporting. Progress reporting will be done on weekly and monthly basis, as agreed to with the RPM. Progress reporting shall be per the established WSIP CM Procedures and shall include details of the work accomplished and planned, status of the cost and schedule of the contract (planned, actual, forecast and earned).

The RCCM will prepare a Regional CM Plan consistent with the WSIP CM Plan and the Construction Management Procedures. Regional CM Plans must address the plan for providing the Regional CM Office as specified by SFPUC, the staffing of the regional functions assigned to the RCCM, and the processes for integrating the regional office organization into the business process and the overall CM organization.

The RCCM will provide clerical, administrative and document control/records management support and will establish office procedures and manage the administrative functions of an office. The RCCM will also maintain project records, correspondence and filing system and enter documents into the CMIS.

The RCM reports to the RPM and is the point of contact with the RPM for the administration of the RCCM contract, personnel issues and performance.

Deliverables

Oversee and direct the activities of the CM team for the successful completion of assigned regional projects

Provide services required by the WSIP CM Plan and Procedures

Prepare various plans as outlined in the WSIP CM Plan including the Regional CM Plan and other documents as outlined in the WSIP CM Plan and Procedures.

Conduct weekly progress meetings and submit monthly progress reports

Subtask 1.2 Regional Environmental Compliance (1.6.22 and 1.6.23)

The Regional Environmental Compliance Manager (RECM) will also assume the role and responsibility of the Regional Environmental Coordinator, as identified in the WSIP CM Plan. The RECM will be responsible for integrating environmental responsibilities and requirements into the construction of the Peninsula Region projects. He will be responsible for assigning and managing specialty environmental monitors and environmental inspectors, maintaining quality and consistency of field inspections and monitoring, environmental training for both our team members and construction contractor staff. The RECM will prepare a variety of reports as outlined in the SFPUC WSIP Construction Management Plan and WSIP Procedures.

The RECM will verify compliance with SFPUC environmental commitments by monitoring contractor mitigation measures and reporting compliance. The RECM will prepare a Construction Environmental Monitoring Plan for effective implementation of mitigation measures, as well as compliance with the conditions listed in the Mitigation Monitoring and Reporting Program (MMRP) and environmental permits for the projects. He will manage agency notifications and communications will provide agency interface with noncompliance and violations and coordinate resolution with the SFPUC Program Environmental construction Compliance Manager

Deliverables

Construction Environmental Monitoring Plan

Biannual and Annual Compliance Reports

Other reports, correspondence, and documents as required.

Subtask 1.3 Peninsula Regional Construction Communications (1.6.18)

The Public Outreach Regional Liaison will support the construction activities in the Peninsula Region and will plan and implement public outreach efforts as assigned by the RPM. The team will facilitate construction execution by coordinating with impacted residents and businesses, and project stakeholders and will coordinate with the WSIP Program Public Outreach Manager. All communications between the media and the SFPUC will be handled by the SFPUC.

Deliverables

Incident reporting plan

Other report and support services as appropriate

Subtask 1.4 Regional Office (2.1.8 and 2.2.8.1)

The RCCM will provide and maintain the Peninsula Regional Office, in accordance with WSIP CM Plan, for their staff and SFPUC staff within walking distance to the Millbrae BART station. The specific location and timing of the mobilization of these offices will as determined by the RPM. It is anticipated that the RCCM staff will be located at the SFPUC offices for approximately the first six months. The regional office will be completely ready for full occupancy at the end of this six months period or as directed by the RPM.

The Peninsula Regional Office will be provided by the RCCM for a period of approximately forty eight (48) months. The general and specific requirements for the Regional Office have been outlined in the RFP.

Deliverables

Setup and establish functional Regional construction field office within six months of NTP, or as determined by the RPM.

Coordinate mobilization and demobilization of the regional and project offices

Task 2 Provide CM Services CUW354 - Proposed Lower Crystal Springs Dam Improvement Project

Subtask 2.1 Pre-Construction Services

2.1.1 Provide Support for Reviewing and Commenting on Design Engineer Construction Schedule (2.1.1)

In accordance with WSIP CM Plan, the RCCM will support the review of the design engineer's construction schedules with emphasis on activities, durations and sequencing of the activities and provide input into the Project Engineer's schedule as it is integrated into the Master Shutdown Schedule. The RCCM will meld any shut-downs, with operational requirements and other anomalies so all elements are included.

Deliverables

Comments on the appropriateness of the Engineer's schedule and proposed adjustments, corrections, and changes

2.1.2 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6)

Support the SFPUC in contract pre-bid conferences and assist in responding to questions from prospective bidders. Typical pre-bid conference agendas include contract work scope, addenda, qualifications to bid, permits, liquidated damages, the role of the Regional CM office versus the site offices, security, safety, prevailing wage requirement, project labor agreements provisions, first source hiring program conditions, HRC requirements, and bonding and insurance requirements. It is imperative that bidders have an understanding of the environmental review documents and permits and the bidders' obligations for compliance including pre-construction requirements, limitations on work periods, if any, as well as mitigation measures, and permit restrictions. Other topics to be discussed at the pre-bid conference include: interfacing with adjacent projects, preparation of pre-construction plans and submittals, e.g. SWPPP and other project specific plans, environmental and public outreach issues, and major project milestones including shutdowns, startup, etc.

Deliverables

Assist as required by the RPM in developing Pre-Bid Meeting Agenda and Prepare Meeting Minutes

2.1.3 Provide Assistance with Permits and Rights-of-Way (2.1.7)

The SFPUC is currently in the process of securing permits from the various state Federal and local environmental and regulatory agencies including: US Army Corps of Engineers,

Department of Fish and Game, and the Regional Water Quality Control Board. However, it is anticipated that most preconstruction and environmental permits and land- and right-of-way agreements may not be finalized at the time the bidding process of the construction contract is initiated. The RCCM will assist the SFPUC in acquiring outstanding permits and in updating the bid documents, as appropriate, to reflect additional permit requirements by preparing addenda to the bid documents and by answering questions from the potential bidders. The RCCM will also assist in the interpretation of permit conditions as they may relate to the development of contract clauses and develop the necessary language for contract inclusion.

The RCCM will coordinate and implement pre-construction surveys and mitigation measures, prepare specific plans (e.g., cultural resource plans/surveys) and other special environmental surveys as required by permit and the EIR conditions and as approved by the RPM.

Deliverables

Assist SFPUC, as requested, in interpretation of permit requirements and development of special conditions contract clauses to accommodate permit conditions;

Assist SFPUC in acquiring outstanding permits

Prepare addenda and responses to questions

2.1.4 Provide Resource Loaded Task Plan for CM Consultant Services (2.2.4)

The Project CM team will lead the development of the resource loaded task plan for the CM services on the Project. The CM staff resources will be allocated according to the WBS breakdown provided by SFPUC. The project Scheduler/Cost Control Specialist will create the resource loaded task plan for CM Consultant Services. This project task plan will be created in P6 to the same level of detail required in the Regional task plan, and imported into the WSIP Master Project Schedule. This task plan will be updated monthly and used for project invoicing.

Deliverables

Resource loaded P6 Schedule

Monthly updates to the P6 Schedule in the monthly progress report

2.1.5 Assist with SFPUC's Public Outreach Efforts (2.2.5)

The RCCM will assist SFPUC Public Information Office in monitoring and reporting the work progress to the community and outside stakeholders. This effort will be coordinated with SFPUC Public Outreach Peninsula Region Liaison. Such support may include preparation and distribution of project fact sheets and informational materials in print and electronically, coordination of one-on-one and group meetings with affected neighbors and community groups, responding to questions from the public, and other support activities as needed to support the public outreach efforts on the project.

Deliverables

Prepare Project Specific Outreach plan including database to include community stakeholders, and maintain logs of complaints and incidents

Prepare various documents in support of the community outreach efforts

Provide support in various community meetings

2.1.6 Provide Plan for Implementation of Environmental Mitigation Monitoring and Reporting Plan (2.1.10)

The RCCM will verify that the environmental requirements found in the MMRP and permit conditions are incorporated in to the Contract Documents. Any identified deficiencies or omissions will be reported immediately for possible inclusion in the construction bid document or in subsequent addenda.

A plan for implementing the approved MMRP and permits and will be developed by the RCCM for review and approval by the SFPUC ECCM. The plan will include a checklist expanding on the approved mitigation measures and permit conditions identifying specific activities, delineation of responsibility, frequency of monitoring and reporting, and other details necessary for timely and full compliance with the approved mitigation measures and permit conditions. The plan will be developed and approved prior to construction NTP.

Deliverables

Plan for implementing, monitoring, and reporting compliance with approved mitigation measures and permit conditions

2.1.7 – Provide CM Safety Plan (2.1.12)

The RCCM will prepare a project Safety plan in reasonable time to allow for review and comment by the Regional Safety Manager and approval by the RPM prior to the start of field construction activities. The Plan will address safety of the project CM team (i.e., CM employees and sub-consultants) during the conduct of their activities. The format will be as specified in the WSIP CM plan and Procedures. The Regional Safety Manager will conduct a limited review the Plan for conformance to the specification requirements, not for the means and methods used by the Project CM.

Deliverables

Project CM Safety Plan

2.1.8 – Provide CM QA Plan (2.1.13)

The RCCM will prepare the Project CM QA Plan and submit for review and approval. The Project CM QA Plan will be prepared in accordance with WSIP Construction Management Procedures and will incorporate WSIP QA standard procedures and documentation and include (but not limited) to:

- Project Quality organization and authority
- Field quality control procedures
- Quality personnel experience qualifications and/or training
- Independent materials testing firm(s) qualifications
- Quality orientation training of site personnel
- Contractor and subcontractor interface and coordination
- Control of special processes
- Type and frequency of materials testing verification
- Control of measuring and test equipment
- Control of deficiencies and non-conformances
- Quality records/test data control
- Quality reporting to the WSIP construction management staff

Deliverables

Construction Management Quality Assurance Plan

2.1.9 – Provide Project Risk Management Plan (2.1.14 and 2.2.8.4)

The RCCM will lead the preparation of the Project Risk Management Plan, outlining project risks associated with safety, cost, quality, schedule, environmental compliance, and operations. The Project construction team, Design team, SFPUC operations, and other stakeholders will participate in the risk identification, prioritization, and identification of potential mitigations. The Project Risk Management Plan will include a description of each risk, estimated probability of occurrence, mitigation measures, an action plan for each mitigation measure, the methodology to measure the effectiveness of each measure, and the frequency of review and updating. The Contractors should be encouraged to participate in the development of these plans and in the mitigation action plans.

Deliverables

CM Risk Management Plan

Subtask 2.2 Construction Contract Administration

2.2.1 Implement Construction Management Information System CMIS (2.2.3)

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the “Project Setup Request” to the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

2.2.2 Manage CM contract (2.2.4)

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC’s WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

2.2.3 Support SFPUC Public Outreach efforts (2.2.5)

The RCCM will support the SFPUC's Public Information Office for public outreach efforts for the Peninsula Projects. The RCCM Public Outreach Liaison is responsible for implementing a project specific public outreach plan for the Project. The Liaison would be the on-the-ground initial point of contact between the project and neighbors, businesses, and schools for construction. The Liaison will be readily available to respond to issues and complaints that arise regarding construction activities, and promote good relations through close contact with nearby groups.

Specific duties include, but are not limited to: follow up and tracking of specific community issues to facilitate resolution; drafting and dissemination of project updates (with approval from SFPUC) in person, through the mail, e-mail and other electronic media; coordination of 24-hour response hot line; coordination of public events and meetings; close coordination with the construction management outreach teams for Peninsula Region projects; and support of government relations efforts.

2.2.4 Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above.
- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications,

discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.

- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

2. 2.5 Provide administration support for the project (1.6.25)

Provide administrative/clerical and document controls support at each of the assigned project offices. Staff will be trained in Primavera Contract Manager 12 and P6. Staff will maintain project records, correspondence, filing system and establish the office procedures. They will provide each office with appropriate supplies and provide records management support to our team. The administrative staff will support a project CM office and the

Regional CM team. They will provide administrative and clerical document control/records management and maintain project records, correspondence and filing system.

2.2.6 *Implement CM Safety Plan (2.2.2.2)*

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

2.2.7 – *Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7)*

The SFPUC has negotiated a Project Labor Agreement for WSIP projects over \$5 million to avoid work stoppages and provide local construction work force opportunities. The PLA Administrator is responsible for the oversight and management of this agreement. The RCCM will assist and support the PLA Administrator initially in the review of the Contractor's Project Labor Plan and then by facilitating job site and contractor/sub-contractor access as needed during the duration of the project. Support with the PLA implementation will be provided as directed.

Subtask 2.3 Construction Quality Assurance

As outlined in the CM Plan, the RCCM is responsible for providing resources for QA inspection of the Contractor's work. QA inspections will be conducted as defined in the Project QA Plan prepared by the RCCM commensurate with the type and sequencing of the work.

2.3.1 *Provide Material Testing Services (2.2.9.4)*

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

2.3.2 *Provide Survey Control Services (2.2.9.5)*

The QA Survey firm will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the project engineer, for preparing design changes.

Deliverables

Survey verification results

Subtask 2.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the

SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

Subtask 2.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Subtask 2.6 Construction Environmental Compliance Inspection and Monitoring Services (2.2.12.1 through 2.2.12.10)

The RCCM will develop an environmental compliance plan for the project based on the project specific environmental review documents and applicable permits and agreements. The plan will be based on the review of the project documents during the pre-construction period and other requirements outlined in the construction contract package.

The project CM Plan will include the type and frequency of all applicable environmental monitoring and reporting and will also identify the environmental plans to be prepared and, by whom and when, including a submittal schedule.

The RCCM will coordinate with SFPUC's Environmental Construction Compliance Manager (ECCM) for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and turnaround. An environmental training program, covering the CM and contractor staff will be developed and implemented.

The RECM, in coordination with the ECCM, will report to the Lead Environmental Agency on a regular basis to document compliance with the standard construction measures, the MMRP, and permit conditions. The types and frequency of reporting will be detailed in the CM Procedures. The RECM will compile the environmental requirements into tables to use for tracking compliance during construction for reporting purposes.

The RCCM team will include an Environmental Compliance Manager, Environmental Inspectors and Specialty Environmental Monitors. These staff will be part of the CM team providing monitoring and environmental compliance during construction and will submit Daily Inspection Reports while on the job site. Violations of permit or mitigation measure will be reported immediately to the RPM and the ECCM. Remediation plans will be developed as required.

Deliverables

- Environmental Compliance Plan
- Monthly compliance reports
- Permit required reports
- Non-Compliance reports as necessary
- Personnel Training reports

Subtask 2.7 Site Specific SWPPP

The RCCM shall submit a site-specific Storm Water Pollution Prevention Plan (SWPPP) to the SFPUC as needed. The SFPUC will submit the SWPPP for review and approval by the Regional Water Quality Control Board (RWQCB). The construction Contractor will be informed of the portions of the SWPPP that will require their additional input. The site-specific SWPPP shall meet the requirement of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The RCCM will also review the project's Mitigation Monitoring and Reporting Program (MMRP) and available agency permits (e.g., California Department of Fish and Game Streambed Alteration Agreement, RWQCB 401 Certification, etc.) and include related requirements into the SWPPP submittal.

Deliverables

- Prepare and submit site specific SWPPP to SFPUC/ RWQCB

Task 3 Provide CM Services For CUW36102 - Pulgas Discharge Channel Modifications Project

Subtask 3.1 Pre-Construction Services

The RCCM will provide general review and support for this project which is fully staffed by the SFPUC. Since the Pulgas Discharge Channel Modifications Project construction activities have been initiated, no pre-construction services are anticipated.

Subtask 3.2 Construction Contract Administration

The RCCM will provide general review and support of the project, which has been fully staffed by SFPUC. The specific effort and deliverables will be as directed and as approved by the RPM. The general support and coordination will cover limited participation in the following activities.

- 3.2.1 – Implement Construction Management Information System CMIS (2.2.3)*
- 3.2.2 – Assist in Managing CM Contract (2.2.4)*
- 3.2.3 – Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7)*
- 3.2.4 – Provide Construction Administration for the Project*
- 3.2.4.4 – Provide Support for Claims Management (2.2.8.14)*
- 3.2.4.5 – Provide Support for Final Completion (2.2.8.22.2)*
- 3.2.5 – Support for Safety Plan Implementation (2.2.2.2)*
- 3.2.6 – Support for CM QA Plan Implementation (2.1.13)*
- 3.2.7 – Support for Risk Management Plan (2.1.14)*
- 3.3.1 – Provide Material Testing Services (2.2.9.4)*
- 3.4.1 – Provide Support for Contracts Management Services (2.2.10)*
- 3.5.1 – Provide Document Controls and Records Management (2.2.11.1)*

Specific work activities will be defined as required to support the ongoing work on the project and as needed to support the current SFPUC project team.

Task 4 Provide CM Services For CUW36103 - Proposed Pulgas Structure Rehabilitation and Reservoir Roof Replacement Project

Subtask 4.1 Pre-Construction Services

The project has been advertised for construction and the most responsive and responsible bidder has been approved. The support by the RCCM under the Pre-construction services will be limited and will be defined on as required basis for the period preceding the construction contract Notice to Proceed. Support services may include:

- 2.1.1 Provide Support for Reviewing and Commenting on Design Engineer Construction Schedule (2.1.1)*
- 4.1.2 – Provide Assistance with Permits and Rights-of-Way (2.1.7)*

- 4.1.3 — *Provide Resource Loaded Task Plan for CM Consultant Services (2.2.4)*
- 4.1.4 — *Provide Plan for Implementation of Environmental Mitigation Monitoring and Reporting Plan (2.1.10)*
- 4.1.5 *Provide Support for preparation of CM Safety Plan (2.2.2.2)*
- 4.1.6 *Provide Support for preparation of CM QA Plan (2.2.9.6.2)*
- 4.1.7 *Provide Support for preparation of Project Risk Management Plan (2.2.8.4)*

Subtask 4.2 Construction Contract Administration

4.2.1 — *Implement CM Safety Plan (2.2.2.2)*

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

4.2.2 *Implement Construction Management Information System CMIS (2.2.3)*

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the “Project Setup Request” to the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

4.2.3 *Manage CM contract (2.2.4)*

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC’s WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

4.2.4 — *Provide Support in Administering Security Program Requirements for Project (2.2.6)*

The RCCM will support implementing the program outlined by the SFPUC Homeland Security (HLS) Department for each specific project construction site. The SFPUC will define the requirements and responsibilities for security for CM Consultants and Contractors. These requirements and responsibilities will be included in each contract. During construction, HLS will monitor and audit conformance to the requirements. The HLS representative will interface directly with the RPM and with the Project CM for project specific security issues during construction.

4.2.5 – Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7)

The SFPUC has negotiated a Project Labor Agreement for WSIP projects over \$5 million to avoid work stoppages and provide local construction work force opportunities. The PLA Administrator is responsible for the oversight and management of this agreement. The RCCM will assist and support the PLA Administrator initially in the review of the Contractor's Project Labor Plan and then by facilitating job site and contractor/sub-contractor access as needed during the duration of the project. Support with the PLA implementation will be provided as directed.

4.2.6 Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the

partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above

- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

4.2.7 Provide administration support for the project (1.6.25)

Provide administrative/clerical and document controls support at each of the assigned project offices. Staff will be trained in Primavera Contract Manager 12 and P6. Staff will maintain project records, correspondence, filing system and establish the office procedures. They will provide each office with appropriate supplies and provide records management support to our team. The administrative staff will support a project CM office and the Regional CM team. They will provide administrative and clerical document control/records management and maintain project records, correspondence and filing system.

4.2.8 – Provide Support in Testing and Startup Management Services (2.2.8.20)

RCCM will plan and execute the required services to support the project testing, interconnection, and startup. Testing and Startup is defined to include all tests, initial operations, and other activities related to providing a complete, operational, and functional Project as required for Substantial Completion. In factory tests and source inspections may be identified. The Project Engineer, in collaboration with the Client/Operations Representative, is responsible for defining the testing and startup requirements in each construction contract. The Project CM reviews the Contract Documents for testing and startup. The RCCM will provide a Test and Startup Engineer, if requested, as part of the project CM team and will support testing and startup management services in accordance with the WSIP CM Plan.

4.2.9 – Provide Support for Spare Parts and Warranties (2.2.8.21)

The RCCM will support SFPUC in developing the spare parts list/log as technical shop drawings are approved and equipments are installed. This log will assist the PCM in closing out the project. Spare parts are expected to be delivered before Certificate of Substantial Completion is issued. All spare parts will need to comply with the specified shelf life expectancy and be properly labeled for inventory tracking. The Contractor will provide all manufacturer warranties for the equipments supplied and the Contractor certificate of warranty for the project.

4.2.10 – Support CM QA Plan Implementation (2.1.13)

The RCCM will provide support as requested to implement the project CM QA Plan.

4.2.11 – Support Risk Management Plan (2.1.14)

The RCCM will provide support as requested for the project Risk Management Plan.

Subtask 4.3 – Construction Quality Assurance

4.3.1 – Provide Support for Quality Assurance Services (2.2.9)

The RCCM will prepare a Project QA Plan that will be based on the program requirements and meeting the specific needs and resources of the project, including the contractor compliance with environmental requirements. If pre-purchased material is to be used on

this project the QA Plan will include the inspection of these materials as delivered to the project site. This plan will be submitted for review by the RCM and Program QA Manager and approval by the RPM.

A Lead QA Inspector and Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QC plan. The contractor will be informed of observed quality or QC deficiencies; the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

The RCCM will perform In-Factory Witness Testing and Source Inspection for pipe fabrication as required, to verify the QC program is being properly followed. The RCCM will also review the Contractor performed material testing as well as provide independent testing, and where quality issues arise, more frequent QA testing. Welding is of particular importance.

The RCCM will provide survey monuments and verify Contractor survey records and results with particular attention to line and grade to assist in conformance to the contract drawings and will also provide survey assistance for design changes.

Deliverables

Daily QA Inspection Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

4.3.2 *Provide Material Testing Services (2.2.9.4)*

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

4.3.3 *Provide Survey Control Services (2.2.9.5)*

The QA Survey firm will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the project engineer, for preparing design changes.

Deliverables

Survey verification results

Subtask 4.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the

SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

Subtask 4.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates are incorporated in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Subtask 4.6 Construction Environmental Compliance Inspection and Monitoring Services (2.2.12.1 through 2.2.12.10)

The RCCM will develop an environmental compliance plan for the project based on the project specific environmental review documents and applicable permits and agreements. The plan will be based on the review of the project documents during the pre-construction period and other requirements outlined in the construction contract package.

The project CM Plan will include the type and frequency of all applicable environmental monitoring and reporting and will also identify the environmental plans to be prepared and, by whom and when, including a submittal schedule.

The RCCM will coordinate with SFPUC's Environmental Construction Compliance Manager (ECCM) for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and turnaround. An environmental training program, covering the CM and contractor staff will be developed and implemented.

The RECM, in coordination with the ECCM, will report to the Lead Environmental Agency on a regular basis to document compliance with the standard construction measures, the MMRP, and permit conditions. The types and frequency of reporting will be detailed in the CM Procedures. The RECM will compile the environmental requirements into tables to use for tracking compliance during construction for reporting purposes.

The RCCM team will include an Environmental Compliance Manager, Environmental Inspectors and Specialty Environmental Monitors. These staff will be part of the CM team providing monitoring and environmental compliance during construction and will submit Daily Inspection Reports while on the job site. Violations of permit or mitigation measure will be reported immediately to the RPM and the ECCM. Remediation plans will be developed as required.

Deliverables

- Environmental Compliance Plan
- Monthly compliance reports
- Permit required reports
- Non-Compliance reports as necessary
- Personnel Training reports

Subtask 4.7 Site Specific SWPPP

The RCCM shall submit a site-specific Storm Water Pollution Prevention Plan (SWPPP) to the SFPUC as needed. The SFPUC will submit the SWPPP for review and approval by the Regional Water Quality Control Board (RWQCB). The construction Contractor will be informed of the portions of the SWPPP that will require their additional input. The site-specific SWPPP shall meet the requirement of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The RCCM will also review the project's Mitigation Monitoring and Reporting Program (MMRP) and available agency permits (e.g., California Department of Fish and Game Streambed Alteration Agreement, RWQCB 401 Certification, etc.) and include related requirements into the SWPPP submittal.

Deliverables

Prepare and submit site specific SWPPP to SFPUC/ RWQCB

Task 5 Provide CM Services For CUW36105 - Proposed Pulgas Existing Dechlorination Facility Modifications Project

Subtask 5.1 Pre-Construction Services

5.1.1 Provide Support for Reviewing and Commenting on Design Engineer Construction Schedule (2.1.1)

In accordance with WSIP CM Plan, the RCCM will support the review of the design engineer's construction schedules with emphasis on activities, durations and sequencing of the activities and provide input into the Project Engineer's schedule as it is integrated into the Master Shutdown Schedule. The RCCM will meld any shut-downs, with operational requirements and other anomalies so all elements are included.

Deliverables

Comments on the appropriateness of the Engineer's schedule and proposed adjustments, corrections, and changes

5.1.2 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6)

Support the SFPUC in contract pre-bid conferences and assist in responding to questions from prospective bidders. Typical pre-bid conference agendas include contract work scope, addenda, qualifications to bid, permits, liquidated damages, the role of the Regional CM office versus the site offices, security, safety, prevailing wage requirement, project labor agreements provisions, first source hiring program conditions, HRC requirements, and bonding and insurance requirements. It is imperative that bidders have an understanding of the environmental review documents and permits and the bidders' obligations for compliance including pre-construction requirements, limitations on work periods, if any, as well as mitigation measures, and permit restrictions. Other topics to be discussed at the pre-bid conference include: interfacing with adjacent projects, preparation of pre-construction plans and submittals, e.g. SWPPP and other project specific plans, environmental and public outreach issues, and major project milestones including shutdowns, startup, etc.

Deliverables

Assist as required by the RPM in developing Pre-Bid Meeting Agenda and Prepare Meeting Minutes

5.1.3 Provide Assistance with Permits and Rights-of-Way (2.1.7)

The SFPUC is currently in the process of securing permits from the various state Federal and local environmental and regulatory agencies including: US Army Corps of Engineers, Department of Fish and Game, and the Regional Water Quality Control Board. However, it is anticipated that most preconstruction and environmental permits and land- and right-of-way agreements may not be finalized at the time the bidding process of the construction contract is initiated. The RCCM will assist the SFPUC in acquiring outstanding permits and in updating the bid documents, as appropriate, to reflect additional permit requirements by preparing addenda to the bid documents and by answering questions from the potential bidders. The RCCM will also assist in the interpretation of permit conditions as they may relate to the development of contract clauses and develop the necessary language for contract inclusion.

The RCCM will coordinate and implement pre-construction surveys and mitigation measures, prepare specific plans (e.g., cultural resource plans/surveys) and other special environmental surveys as required by permit and the EIR conditions and as approved by the RPM.

Deliverables

Assist SFPUC, as requested, in interpretation of permit requirements and development of special conditions contract clauses to accommodate permit conditions;

Assist SFPUC in acquiring outstanding permits

Prepare addenda and responses to questions

5.1.4 *Provide Resource Loaded Task Plan for CM Consultant Services (2.2.4)*

The Project CM team will lead the development of the resource loaded task plan for the CM services on the Project. The CM staff resources will be allocated according to the WBS breakdown provided by SFPUC. The project Scheduler/Cost Control Specialist will create the resource loaded task plan for CM Consultant Services. This project task plan will be created in P6 to the same level of detail required in the Regional task plan, and imported into the WSIP Master Project Schedule. This task plan will be updated monthly and used for project invoicing.

Deliverables

Resource loaded P6 Schedule

Monthly updates to the P6 Schedule in the monthly progress report

5.1.5 *Provide Plan for Implementation of Environmental Mitigation Monitoring and Reporting Plan (2.1.10)*

The RCCM will verify that the environmental requirements found in the MMRP and permit conditions are incorporated in to the Contract Documents. Any identified deficiencies or omissions will be reported immediately for possible inclusion in the construction bid document or in subsequent addenda.

A plan for implementing the approved MMRP and permits and will be developed by the RCCM for review and approval by the SFPUC ECCM. The plan will include a checklist expanding on the approved mitigation measures and permit conditions identifying specific activities, delineation of responsibility, frequency of monitoring and reporting, and other details necessary for timely and full compliance with the approved mitigation measures and permit conditions. The plan will be developed and approved prior to construction NTP.

Deliverables

Plan for implementing, monitoring, and reporting compliance with approved mitigation measures and permit conditions

5.1.6 – *Provide CM Safety Plan (2.1.12)*

The RCCM will prepare a project Safety plan in reasonable time to allow for review and comment by the Regional Safety Manager and approval by the RPM prior to the start of field construction activities. The Plan will address safety of the project CM team (i.e., CM employees and sub-consultants) during the conduct of their activities. The format will be as specified in the WSIP CM plan and Procedures. The Regional Safety Manager will conduct a limited review the Plan for conformance to the specification requirements, not for the means and methods used by the Project CM.

Deliverables

Project CM Safety Plan

5.1.7 Provide CM QA Plan (2.1.13)

The RCCM will prepare the Project CM QA Plan and submit for review and approval. The Project CM QA Plan will be prepared in accordance with WSIP Construction Management Procedures and will incorporate WSIP QA standard procedures and documentation and include (but not limited) to:

- Project Quality organization and authority
- Field quality control procedures
- Quality personnel experience qualifications and/or training
- Independent materials testing firm(s) qualifications
- Quality orientation training of site personnel
- Contractor and subcontractor interface and coordination
- Control of special processes
- Type and frequency of materials testing verification
- Control of measuring and test equipment
- Control of deficiencies and non-conformances
- Quality records/test data control
- Quality reporting to the WSIP construction management staff

Deliverables

Construction Management Quality Assurance Plan

5.1.8 – Provide Project Risk Management Plan (2.1.14 and 2.2.8.4)

The RCCM will lead the preparation of the Project Risk Management Plan outlining project risks associated with safety, cost, quality, schedule, environmental compliance, and operations. The Project construction team, Design team, SFPUC operations, and other stakeholders will participate in the risk identification, prioritization, and identification of potential mitigations. The Project Risk Management Plan will include a description of each risk, estimated probability of occurrence, mitigation measures, an action plan for each mitigation measure, the methodology to measure the effectiveness of each measure, and the frequency of review and updating. The Contractors should be encouraged to participate in the development of these plans and in the mitigation action plans.

Deliverables

CM Risk Management Plan

Subtask 5.2 Construction Contract Administration

5.2.1 Implement Construction Management Information System CMIS (2.2.3)

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the “Project Setup Request” to the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

5.2.2 *Manage CM contract (2.2.4)*

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC's WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

5.2.3 *Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)*

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the

partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above

- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

5.2.4 Provide administration support for the project (1.6.25)

Provide administrative/clerical and document controls support at each of the assigned project offices. Staff will be trained in Primavera Contract Manager 12 and P6. Staff will maintain project records, correspondence, filing system and establish the office procedures. They will provide each office with appropriate supplies and provide records management support to our team. The administrative staff will support a project CM office and the Regional CM team. They will provide administrative and clerical document control/records management and maintain project records, correspondence and filing system.

5.2.5 Implement CM Safety Plan (2.2.2.2)

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

5.2.6 – Provide Support in Testing and Startup Management Services (2.2.8.20)

RCCM will plan and execute the required services to support the project testing, interconnection, and startup. Testing and Startup is defined to include all tests, initial operations, and other activities related to providing a complete, operational, and functional Project as required for Substantial Completion. In factory tests and source inspections may be identified. The Project Engineer, in collaboration with the Client/Operations Representative, is responsible for defining the testing and startup requirements in each construction contract. The Project CM reviews the Contract Documents for testing and startup. The RCCM will provide a Test and Startup Engineer, if requested, as part of the project CM team and will support testing and startup management services in accordance with the WSIP CM Plan.

Subtask 5.3 – Construction Quality Assurance

5.3.1 Provide Material Testing Services (2.2.9.4)

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

5.3.2 Provide Survey Control Services (2.2.9.5)

The QA Survey firm will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the project engineer, for preparing design changes.

Deliverables

Survey verification results

Subtask 5.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

Subtask 5.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Subtask 5.6 Construction Environmental Compliance Inspection and Monitoring Services (2.2.12.1 through 2.2.12.10)

The RCCM will develop an environmental compliance plan for the project based on the project specific environmental review documents and applicable permits and agreements. The plan will be based on the review of the project documents during the pre-construction period and other requirements outlined in the construction contract package.

The project CM Plan will include the type and frequency of all applicable environmental monitoring and reporting and will also identify the environmental plans to be prepared and, by whom and when, including a submittal schedule.

The RCCM will coordinate with SFPUC's Environmental Construction Compliance Manager (ECCM) for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and turnaround. An environmental training program, covering the CM and contractor staff will be developed and implemented.

The RECM, in coordination with the ECCM, will report to the Lead Environmental Agency on a regular basis to document compliance with the standard construction measures, the MMRP, and permit conditions. The types and frequency of reporting will be detailed in the CM Procedures. The RECM will compile the environmental requirements into tables to use for tracking compliance during construction for reporting purposes.

The RCCM team will include an Environmental Compliance Manager, Environmental Inspectors and Specialty Environmental Monitors. These staff will be part of the CM team providing monitoring and environmental compliance during construction and will submit Daily Inspection Reports while on the job site. Violations of permit or mitigation measure will be reported immediately to the RPM and the ECCM. Remediation plans will be developed as required.

Deliverables

- Environmental Compliance Plan
- Monthly compliance reports
- Permit required reports
- Non-Compliance reports as necessary
- Personnel Training reports

Subtask 5.7 Site Specific SWPPP

The RCCM shall submit a site-specific Storm Water Pollution Prevention Plan (SWPPP) to the SFPUC as needed. The SFPUC will submit the SWPPP for review and approval by the Regional Water Quality Control Board (RWQCB). The construction Contractor will be informed of the portions of the SWPPP that will require their additional input. The site-specific SWPPP shall meet the requirement of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The RCCM will also review the project's Mitigation Monitoring and Reporting Program (MMRP) and available agency permits (e.g., California Department of Fish and Game Streambed Alteration Agreement, RWQCB 401 Certification, etc.) and include related requirements into the SWPPP submittal.

Deliverables

- Prepare and submit site specific SWPPP to SFPUC/ RWQCB

**Task 6 Provide CM Services For CUW371 - Proposed Crystal Springs /San Andreas
Upgrade Project**

Subtask 6.1 Pre-Construction Services

6.1.1 Provide Support for Reviewing and Commenting on Design Engineer Construction Schedule (2.1.1)

In accordance with WSIP CM Plan, the RCCM will support the review of the design engineer's construction schedules with emphasis on activities, durations and sequencing of the activities and provide input into the Project Engineer's schedule as it is integrated into the Master Shutdown Schedule. The RCCM will meld any shut-downs, with operational requirements and other anomalies so all elements are included.

Deliverables

Comments on the appropriateness of the Engineer's schedule and proposed adjustments, corrections, and changes

6.1.2 – Provide Constructability Reviews (2.1.2)

The RCCM will provide a constructability review of the construction bid documents with emphasis on completeness of the design documents, adequacy of the planned Contractor's compound area including field offices, storage and lay down space, incorporation of known underground and overhead interferences, potential health and safety issues, potential environmental issues, potential community issues, specified construction methods that might result in excessive costs without associated benefits, clear incorporation of schedule constraints and milestones including shutdown constraints, inclusion of inspection, testing and system acceptance provisions, materials delivery plans methods and constraints, conflicts within the documents and the constructability impacts of the environmental requirements. Internal milestones with the potential for Liquidated Damages will be evaluated. We will review and comment on the Contractor QC Plan requirements and on the required submittals.

Deliverables

Constructability review comments on the design package

6.1.3 – Provide Bid and Award Phase Assistance (2.1.3)

The RCCM will provide support for pre-bid meetings, and responses to questions submitted by bidders as directed by the RPM. In addition, support may also include contractor outreach services to maximize bidder participation as well as assistance in any prequalification of bidders to encourage maximum competition of qualified firms.

6.1.4 – Provide Construction Contract Requirements for Project Construction Manager Field Offices and Other Project Related Costs/Services (2.1.9)

The RCCM will assist in the definition of the field office needs as well as ancillary support costs such as power supply, telecommunications, etc. for the field offices, access, and security, and submit to the RPM for inclusion in the construction documents as appropriate.

Deliverables

Office space, furniture, and equipment requirements needs

6.1.5 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6)

Support the SFPUC in contract pre-bid conferences and assist in responding to questions from prospective bidders. Typical pre-bid conference agendas include contract work scope, addenda, qualifications to bid, permits, liquidated damages, the role of the Regional CM office versus the site offices, security, safety, prevailing wage requirement, project labor agreements provisions, first source hiring program conditions, HRC requirements, and bonding and insurance requirements. It is imperative that bidders have an understanding of the environmental review documents and permits and the bidders' obligations for compliance including pre-construction requirements, limitations on work periods, if any, as well as mitigation measures, and permit restrictions. Other topics to be discussed at the pre-bid conference include: interfacing with adjacent projects, preparation of pre-construction plans and submittals, e.g. SWPPP and other project specific plans, environmental and public outreach issues, and major project milestones including shutdowns, startup, etc.

Deliverables

Assist as required by the RPM in developing Pre-Bid Meeting Agenda and Prepare Meeting Minutes

6.1.6 Provide Assistance with Permits and Rights-of-Way (2.1.7)

The SFPUC is currently in the process of securing permits from the various state Federal and local environmental and regulatory agencies including: US Army Corps of Engineers, Department of Fish and Game, and the Regional Water Quality Control Board. However, it is anticipated that most preconstruction and environmental permits and land- and right-of-way agreements may not be finalized at the time the bidding process of the construction contract is initiated. The RCCM will assist the SFPUC in acquiring outstanding permits and in updating the bid documents, as appropriate, to reflect additional permit requirements by preparing addenda to the bid documents and by answering questions from the potential bidders. The RCCM will also assist in the interpretation of permit conditions as they may relate to the development of contract clauses and develop the necessary language for contract inclusion.

The RCCM will coordinate and implement pre-construction surveys and mitigation measures, prepare specific plans (e.g., cultural resource plans/surveys) and other special environmental surveys as required by permit and the EIR conditions and as approved by the RPM.

Deliverables

Assist SFPUC, as requested, in interpretation of permit requirements and development of special conditions contract clauses to accommodate permit conditions;

Assist SFPUC in acquiring outstanding permits

Prepare addenda and responses to questions

6.1.7 – Provide Project CM Plan in Accordance with WSIP CM Plan (2.2.1)

The RCCM will prepare the CM Plan for the Project in accordance with the WSIP Construction Management Plan by addressing the project specific issues and needs. The Plan will address the staff performing each set of functions and describe how the procedures will be implemented. All staff and associated functions will be identified, including SFPUC staff assigned to the project. Specific organizational charts and personnel assignments will be included. The CM Plan will also address site safety, site security, delegation of responsibilities and back up personnel for said responsibilities. The plan will contain a document control plan, and project quality assurance plan, SFPUC pre-purchased materials and equipment plan, a detailed organizational communications plan, project risk management plans, environmental mitigation and permit conditions monitoring and reporting plans and, to the extent possible, subject to potential modification by the Contractor's submittals, dewatering and discharge planning.

Deliverables

- Project CM Plan

6.1.8 Provide Resource Loaded Task Plan for CM Consultant Services (2.2.4)

The Project CM team will lead the development of the resource loaded task plan for the CM services on the Project. The CM staff resources will be allocated according to the WBS breakdown provided by SFPUC. The project Scheduler/Cost Control Specialist will create the resource loaded task plan for CM Consultant Services. This project task plan will be created in P6 to the same level of detail required in the Regional task plan, and imported into the WSIP Master Project Schedule. This task plan will be updated monthly and used for project invoicing.

Deliverables

Resource loaded P6 Schedule

Monthly updates to the P6 Schedule in the monthly progress report

6.1.9 Assist with SFPUC's Public Outreach Efforts (2.2.5)

The RCCM will assist SFPUC Public Information Office in monitoring and reporting the work progress to the community and outside stakeholders. This effort will be coordinated with SFPUC Public Outreach Peninsula Region Liaison. Such support may include preparation and distribution of project fact sheets and informational materials in print and electronically, coordination of one-on-one and group meetings with affected neighbors and community groups, responding to questions from the public, and other support activities as needed to support the public outreach efforts on the project.

Deliverables

Prepare Project Specific Outreach plan including database to include community stakeholders, and maintain logs of complaints and incidents

Prepare various documents in support of the community outreach efforts

Provide support in various community meetings

6.1.10 Provide Plan for Implementation of Environmental Mitigation Monitoring and Reporting Plan (2.1.10)

The RCCM will verify that the environmental requirements found in the MMRP and permit conditions are incorporated in to the Contract Documents. Any identified deficiencies or omissions will be reported immediately for possible inclusion in the construction bid document or in a subsequent addenda.

A plan for implementing the approved MMRP and permits and will be developed by the RCCM for review and approval by the SFPUC ECCM. The plan will include a checklist expanding on the approved mitigation measures and permit conditions identifying specific activities, delineation of responsibility, frequency of monitoring and reporting, and other details necessary for timely and full compliance with the approved mitigation measures and permit conditions. The plan will be developed and approved prior to construction NTP.

Deliverables

Plan for implementing, monitoring, and reporting compliance with approved mitigation measures and permit conditions

6.1.11 – Provide CM Safety Plan (2.1.12)

The RCCM will prepare a project Safety plan in reasonable time to allow for review and comment by the Regional Safety Manager and approval by the RPM prior to the start of field construction activities. The Plan will address safety of the project CM team (i.e., CM employees and sub-consultants) during the conduct of their activities. The format will be as specified in the WSIP CM plan and Procedures. The Regional Safety Manager will conduct a limited review the Plan for conformance to the specification requirements, not for the means and methods used by the Project CM.

Deliverables

Project CM Safety Plan

6.1.12 – Provide CM QA Plan (2.1.13)

The RCCM will prepare the Project CM QA Plan and submit for review and approval.. The Project CM QA Plan will be prepared in accordance with WSIP Construction Management Procedures and will incorporate WSIP QA standard procedures and documentation and include (but not limited) to:

- Project Quality organization and authority
- Field quality control procedures
- Quality personnel experience qualifications and/or training
- Independent materials testing firm(s) qualifications
- Quality orientation training of site personnel
- Contractor and subcontractor interface and coordination
- Control of special processes
- Type and frequency of materials testing verification
- Control of measuring and test equipment
- Control of deficiencies and non-conformances
- Quality records/test data control
- Quality reporting to the WSIP construction management staff

Deliverables

Construction Management Quality Assurance Plan

6.1.13 – Provide Project Risk Management Plan (2.1.14 and 2.2.8.4)

The RCCM will lead the preparation of the Project Risk Management Plan outlining project risks associated with safety, cost, quality, schedule, environmental compliance, and operations. The Project construction team, Design team, SFPUC operations, and other stakeholders will participate in the risk identification, prioritization, and identification of potential mitigations. The Project Risk Management Plan will include a description of each risk, estimated probability of occurrence, mitigation measures, an action plan for each mitigation measure, the methodology to measure the effectiveness of each measure, and the frequency of review and updating. The Contractors should be encouraged to participate in the development of these plans and in the mitigation action plans.

Deliverables

CM Risk Management Plan

Subtask 6.2 Construction Contract Administration

6.2.1 – Implement CM Safety Plan (2.2.2.2)

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

6.2.2 Implement Construction Management Information System CMIS (2.2.3)

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the “Project Setup Request” to the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

6.2.3 Manage CM contract (2.2.4)

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC’s WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities

- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

6.2.4 Support SFPUC Public Outreach efforts (2.2.5)

The RCCM will support the SFPUC's Public Information Office for public outreach efforts for the Peninsula Projects. The RCCM Public Outreach Liaison is responsible for implementing a project specific public outreach plan for the Project. The Liaison would be the on-the-ground initial point of contact between the project and neighbors, businesses, and schools for construction. The Liaison will be readily available to respond to issues and complaints that arise regarding construction activities, and promote good relations through close contact with nearby groups.

Specific duties include, but are not limited to: follow up and tracking of specific community issues to facilitate resolution; drafting and dissemination of project updates (with approval from SFPUC) in person, through the mail, e-mail and other electronic media; coordination of 24-hour response hot line; coordination of public events and meetings; close coordination with the construction management outreach teams for Peninsula Region projects; and support of government relations efforts.

6.2.5 – Provide Support in Administering Security Program Requirements for Project (2.2.6)

The RCCM will support implementing the program outlined by the SFPUC Homeland Security (HLS) Department for each specific project construction site. The SFPUC will define the requirements and responsibilities for security for CM Consultants and Contractors. These requirements and responsibilities will be included in each contract. During construction, HLS will monitor and audit conformance to the requirements. The HLS representative will interface directly with the RPM and with the Project CM for project specific security issues during construction.

6.2.6 – Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7)

The SFPUC has negotiated a Project Labor Agreement for WSIP projects over \$5 million to avoid work stoppages and provide local construction work force opportunities. The PLA Administrator is responsible for the oversight and management of this agreement. The RCCM will assist and support the PLA Administrator initially in the review of the Contractor's Project Labor Plan and then by facilitating job site and contractor/sub-contractor access as needed during the duration of the project. Support with the PLA implementation will be provided as directed.

6.2.7 Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above
- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution,

requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.

- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

6.2.8 Provide administration support for the project (1.6.25)

Provide administrative/clerical and document controls support at each of the assigned project offices. Staff will be trained in Primavera Contract Manager 12 and P6. Staff will maintain project records, correspondence, filing system and establish the office procedures. They will provide each office with appropriate supplies and provide records management support to our team. The administrative staff will support a project CM office and the Regional CM team. They will provide administrative and clerical document control/records management and maintain project records, correspondence and filing system.

6.2.9 – Provide Support in Testing and Startup Management Services (2.2.8.20)

RCCM will plan and execute the required services to support the project testing, interconnection, and startup. Testing and Startup is defined to include all tests, initial operations, and other activities related to providing a complete, operational, and functional Project as required for Substantial Completion. In factory tests and source inspections may be identified. The Project Engineer, in collaboration with the Client/Operations Representative, is responsible for defining the testing and startup requirements in each construction contract. The Project CM reviews the Contract Documents for testing and startup. The RCCM will provide a Test and Startup Engineer, if requested, as part of the project CM team and will support testing and startup management services in accordance with the WSIP CM Plan.

6.2.10 – Provide Support for Spare Parts and Warranties (2.2.8.21)

The RCCM will support SFPUC in developing the spare parts list/log as technical shop drawings are approved and equipments are installed. This log will assist the PCM in closing out the project. Spare parts are expected to be delivered before Certificate of Substantial

Completion is issued. All spare parts will need to comply with the specified shelf life expectancy and be properly labeled for inventory tracking. The Contractor will provide all manufacturer warranties for the equipments supplied and the Contractor certificate of warranty for the project.

6.2.11 – Provide Management of Acceptance of the Work and Close-out (2.2.8.22)

The RCCM will prepare a close-out checklist using the CMIS and manage the punch list work and other deliverables required per the contract documents and the WSIP CM plan and CM Procedures. To facilitate efficient completion, the Project CM will convene a planning meeting with the Contractor when the work associated with Substantial Completion, final Completion, or an interim contractual milestone is approximately 90% complete. The specific requirements for each milestone will be reviewed and, as appropriate, a plan for closing outstanding items will be established and monitored.

At a minimum, Substantial Completion will include completion of all contract work, testing and start-up, surface restoration, delivery of all spare parts, and manuals; completion of all vendor training and acceptance. A Substantial Completion inspection will be held and a punch list of items needed before Final Completion can be granted developed. Following completion of the Substantial Completion punch list, demobilization from the project site, submittal of all warranties, turnover of the remaining project documents including as-builts and lien releases from all subcontractors, Final Completion can be granted.

6.2.12 – Provide Support for Project Administration for Close-out and Turn Over (2.2.8.23)

After formal contract completion, the RCCM will finalize the project administrative closeout and turnover. A project history and lessons learned report will be prepared. The RCCM will compile all required documents, including project files, as-builts, warranties, O&M manuals, etc and submit with the closeout report.

The Project History and Lessons Learned Report will summarize the project work scope, and Contractor information along with key sub-contractors, and Key CM personnel. The report will also contain a summary of cost and schedule status as well as major issues and bases for all variances. Lessons learned will be tempered by any outstanding claims or potential claims. This report will be delivered to the RPM.

The project files will be reviewed, sorted, indexed and delivered to the RPM for archiving. The procedures will rely on the SFPUC's records retention policy for guidance on archiving. All required warranties will be secured from the contractor and formally submitted to the RPM.

Subtask 6.3 Construction Quality Assurance

6.3.1 – Provide Support for Quality Assurance Services (2.2.9)

The RCCM will prepare a Project QA Plan that will be based on the program requirements and meeting the specific needs and resources of the project, including the contractor compliance with environmental requirements. If pre-purchased material is to be used on this project the QA Plan will include the inspection of these materials as delivered to the

project site. This plan will be submitted for review by the RCM and Program QA Manager and approval by the RPM.

A Lead QA Inspector and Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QC plan. The contractor will be informed of observed quality or QC deficiencies; the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

The RCCM will perform In-Factory Witness Testing and Source Inspection for pipe fabrication as required, to verify the QC program is being properly followed. The RCCM will also review the Contractor performed material testing as well as provide independent testing, and where quality issues arise, more frequent QA testing. Welding is of particular importance.

The RCCM will provide survey monuments and verify Contractor survey records and results with particular attention to line and grade to assist in conformance to the contract drawings and will also provide survey assistance for design changes.

Deliverables

Daily QA Inspection Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

6.3.2 *Provide Material Testing Services (2.2.9.4)*

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

6.3.3 *Provide Survey Control Services (2.2.9.5)*

The QA Survey firm will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the project engineer, for preparing design changes.

Deliverables

Survey verification results

Subtask 6.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request

(COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

Subtask 6.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan, from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Subtask 6.6 Construction Environmental Compliance Inspection and Monitoring Services (2.2.12.1 through 2.2.12.10)

The RCCM will develop an environmental compliance plan for the project based on the project specific environmental review documents and applicable permits and agreements. The plan will be based on the review of the project documents during the pre-construction period and other requirements outlined in the construction contract package.

The project CM Plan will include the type and frequency of applicable environmental monitoring and reporting and will also identify the environmental plans to be prepared and, by whom and when, including a submittal schedule.

The RCCM will coordinate with SFPUC's Environmental Construction Compliance Manager (ECCM) for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and turnaround. An environmental training program, covering the CM and contractor staff will be developed and implemented.

The RECM, in coordination with the ECCM, will report to the Lead Environmental Agency on a regular basis to document compliance with the standard construction measures, the MMRP, and permit conditions. The types and frequency of reporting will be detailed in the CM Procedures. The RECM will compile the environmental requirements into tables to use for tracking compliance during construction for reporting purposes.

The RCCM team will include an Environmental Compliance Manager, Environmental Inspectors and Specialty Environmental Monitors. These staff will be part of the CM team providing monitoring and environmental compliance during construction and will submit Daily Inspection Reports while on the job site. Violations of permit or mitigation measure will be reported immediately to the RPM and the ECCM. Remediation plans will be developed as required.

Deliverables

- Environmental Compliance Plan
- Monthly compliance reports
- Permit required reports
- Non-Compliance reports as necessary
- Personnel Training reports

Subtask 6.7 Site Specific SWPPP

The RCCM shall submit a site-specific Storm Water Pollution Prevention Plan (SWPPP) to the SFPUC as needed. The SFPUC will submit the SWPPP for review and approval by the Regional Water Quality Control Board (RWQCB). The construction Contractor will be informed of the portions of the SWPPP that will require their additional input. The site-specific SWPPP shall meet the requirement of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The RCCM will also review the project's Mitigation Monitoring and Reporting Program (MMRP) and available agency permits (e.g., California Department of Fish and Game Streambed Alteration Agreement, RWQCB 401 Certification, etc.) and include related requirements into the SWPPP submittal.

Deliverables

- Prepare and submit site specific SWPPP to SFPUC/ RWQCB

Task 7 Provide CM Services For CUW378 - Proposed Crystal Springs Pipeline No. 2 Replacement Project

Subtask 7.1 Pre-Construction Services

7.1.1 Provide Support for Reviewing and Commenting on Design Engineer Construction Schedule (2.1.1)

In accordance with WSIP CM Plan, the RCCM will support the review of the design engineer's construction schedules with emphasis on activities, durations and sequencing of the activities and provide input into the Project Engineer's schedule as it is integrated into the Master Shutdown Schedule. The RCCM will meld any shut-downs, with operational requirements and other anomalies so all elements are included.

Deliverables

Comments on the appropriateness of the Engineer's schedule and proposed adjustments, corrections, and changes

7.1.2 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6)

Support the SFPUC in contract pre-bid conferences and assist in responding to questions from prospective bidders. Typical pre-bid conference agendas include contract work scope, addenda, qualifications to bid, permits, liquidated damages, the role of the Regional CM office versus the site offices, security, safety, prevailing wage requirement, project labor agreements provisions, first source hiring program conditions, HRC requirements, and bonding and insurance requirements. It is imperative that bidders have an understanding of the environmental review documents and permits and the bidders' obligations for compliance including pre-construction requirements, limitations on work periods, if any, as well as mitigation measures, and permit restrictions. Other topics to be discussed at the pre-bid conference include: interfacing with adjacent projects, preparation of pre-construction plans and submittals, e.g. SWPPP and other project specific plans, environmental and public outreach issues, and major project milestones including shutdowns, startup, etc.

Deliverables

Assist as required by the RPM in developing Pre-Bid Meeting Agenda and Prepare Meeting Minutes

7.1.3 Provide Assistance with Permits and Rights-of-Way (2.1.7)

The SFPUC is currently in the process of securing permits from the various state Federal and local environmental and regulatory agencies including: US Army Corps of Engineers, Department of Fish and Game, and the Regional Water Quality Control Board. However, it is anticipated that most preconstruction and environmental permits and land- and right-of-way agreements may not be finalized at the time the bidding process of the construction contract is initiated. The RCCM will assist the SFPUC in acquiring outstanding permits and in updating the bid documents, as appropriate, to reflect additional permit requirements by preparing addenda to the bid documents and by answering questions from the potential bidders. The RCCM will also assist in the interpretation of permit conditions as they may relate to the development of contract clauses and develop the necessary language for contract inclusion.

The RCCM will coordinate and implement pre-construction surveys and mitigation measures, prepare specific plans (e.g., cultural resource plans/surveys) and other special environmental surveys as required by permit and the EIR conditions and as approved by the RPM.

Deliverables

Assist SFPUC, as requested, in interpretation of permit requirements and development of special conditions contract clauses to accommodate permit conditions;

Assist SFPUC in acquiring outstanding permits

Prepare addenda and responses to questions

7.1.4 Provide Resource Loaded Task Plan for CM Consultant Services (2.2.4)

The Project CM team will lead the development of the resource loaded task plan for the CM services on the Project. The CM staff resources will be allocated according to the WBS breakdown provided by SFPUC. The project Scheduler/Cost Control Specialist will create the resource loaded task plan for CM Consultant Services. This project task plan will be created in P6 to the same level of detail required in the Regional task plan, and imported into the WSIP Master Project Schedule. This task plan will be updated monthly and used for project invoicing.

Deliverables

Resource loaded P6 Schedule

Monthly updates to the P6 Schedule in the monthly progress report

7.1.5 Provide Plan for Implementation of Environmental Mitigation Monitoring and Reporting Plan (2.1.10)

The RCCM will verify that the environmental requirements found in the MMRP and permit conditions are incorporated in to the Contract Documents. Any identified deficiencies or omissions will be reported immediately for possible inclusion in the construction bid document or in subsequent addenda.

A plan for implementing the approved MMRP and permits and will be developed by the RCCM for review and approval by the SFPUC ECCM. The plan will include a checklist expanding on the approved mitigation measures and permit conditions identifying specific activities, delineation of responsibility, frequency of monitoring and reporting, and other details necessary for timely and full compliance with the approved mitigation measures and permit conditions. The plan will be developed and approved prior to construction NTP.

Deliverables

Plan for implementing, monitoring, and reporting compliance with approved mitigation measures and permit conditions

7.1.6 – Provide CM Safety Plan (2.1.12)

The RCCM will prepare a project Safety plan in reasonable time to allow for review and comment by the Regional Safety Manager and approval by the RPM prior to the start of field construction activities. The Plan will address safety of the project CM team (i.e., CM employees and sub-consultants) during the conduct of their activities. The format will be as specified in the WSIP CM plan and Procedures. The Regional Safety Manager will conduct a limited review the Plan for conformance to the specification requirements, not for the means and methods used by the Project CM.

Deliverables

Project CM Safety Plan

7.1.7 Provide CM QA Plan (2.1.13)

The RCCM will prepare the Project CM QA Plan and submit for review and approval. The Project CM QA Plan will be prepared in accordance with WSIP Construction Management Procedures and will incorporate WSIP QA standard procedures and documentation and include (but not limited) to:

- Project Quality organization and authority
- Field quality control procedures
- Quality personnel experience qualifications and/or training
- Independent materials testing firm(s) qualifications
- Quality orientation training of site personnel
- Contractor and subcontractor interface and coordination
- Control of special processes
- Type and frequency of materials testing verification
- Control of measuring and test equipment
- Control of deficiencies and non-conformances
- Quality records/test data control
- Quality reporting to the WSIP construction management staff

Deliverables

Construction Management Quality Assurance Plan

7.1.8 – Provide Project Risk Management Plan (2.1.14 and 2.2.8.4)

The RCCM will lead the preparation of the Project Risk Management Plan outlining project risks associated with safety, cost, quality, schedule, environmental compliance, and operations. The Project construction team, Design team, SFPUC operations, and other stakeholders will participate in the risk identification, prioritization, and identification of potential mitigations. The Project Risk Management Plan will include a description of each risk, estimated probability of occurrence, mitigation measures, an action plan for each mitigation measure, the methodology to measure the effectiveness of each measure, and the frequency of review and updating. The Contractors should be encouraged to participate in the development of these plans and in the mitigation action plans.

Deliverables

CM Risk Management Plan

Subtask 7.2 Construction Contract Administration

7.2.1 Implement Construction Management Information System CMIS (2.2.3)

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the "Project Setup Request" to the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

7.2.2 *Manage CM contract (2.2.4)*

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC's WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

7.2.3 *Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)*

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to assure a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the

partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above

- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

7.2.4 Provide administration support for the project (1.6.25)

Provide administrative/clerical and document controls support at each of the assigned project offices. Staff will be trained in Primavera Contract Manager 12 and P6. Staff will maintain project records, correspondence, filing system and establish the office procedures. They will provide each office has appropriate supplies and provide records management support to our team. The administrative staff will support a project CM office and the Regional CM team. They will provide administrative and clerical document control/records management and maintain project records, correspondence and filing system.

7.2.5 Implement CM Safety Plan (2.2.2.2)

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

Subtask 7.3 – Construction Quality Assurance

7.3.1 – Provide Support for Quality Assurance Services (2.2.9)

The RCCM will prepare a Project QA Plan that will be based on the program requirements and meeting the specific needs and resources of the project, including the contractor compliance with environmental requirements. If pre-purchased material is to be used on this project the QA Plan will include the inspection of these materials as delivered to the project site. This plan will be submitted for review by the RCM and Program QA Manager and approval by the RPM.

A Lead QA Inspector and Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QC plan. The contractor will be informed of observed quality or QC deficiencies; the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

The RCCM will perform In-Factory Witness Testing and Source Inspection for pipe fabrication as required, to verify the QC program is being properly followed. The RCCM will also review the Contractor performed material testing as well as provide independent testing, and where quality issues arise, more frequent QA testing. Welding is of particular importance.

The RCCM will provide survey monuments and verify Contractor survey records and results with particular attention to line and grade to assist in conformance to the contract drawings and will also provide survey assistance for design changes.

Deliverables

Daily QA Inspection Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

7.3.2 – Perform QA Inspection (2.2.9)

Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QA plan. Observed quality deficiencies will be communicated to the contractor and the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

Deliverables

Daily QA Inspector Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

7.3.3 Provide Material Testing Services (2.2.9.4)

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

7.3.4 Provide Survey Control Services (2.2.9.5)

The QA Survey firm will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the project engineer, for preparing design changes.

Deliverables

Survey verification results

Subtask 7.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

A Change Log tracking Change Requests and trends will be maintained for the life of the project. Change Requests will be coded and categorized as described in the CM manual. Cost and schedule

trending will be used to provide early warning of potential cost and schedule impacts, to allow for corrective action, minimize unexpected changes, document cost and schedule forecasts and reports, and provide a history of cost and schedule evolution. The RCCM will communicate these trends and associated issues among the total CM team for maximum awareness and feedback among team members.

Deliverables

Complete Contract Change Order Packages as required

Subtask 7.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan, from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Subtask 7.6 Construction Environmental Compliance Inspection and Monitoring Services (2.2.12.1 through 2.2.12.10)

The RCCM will develop an environmental compliance plan for the project based on the project specific environmental review documents and applicable permits and agreements. The plan will be based on the review of the project documents during the pre-construction period and other requirements outlined in the construction contract package.

The project CM Plan will include the type and frequency of applicable environmental monitoring and reporting and will also identify the environmental plans to be prepared and, by whom and when, including a submittal schedule.

The RCCM will coordinate with SFPUC's Environmental Construction Compliance Manager (ECCM) for the review of the plans required by outside agencies with special regard to schedule needs and timely submission and turnaround. An environmental training program, covering the CM and contractor staff will be developed and implemented.

The RECM, in coordination with the ECCM, will report to the Lead Environmental Agency on a regular basis to document compliance with the standard construction measures, the MMRP, and permit

conditions. The types and frequency of reporting will be detailed in the CM Procedures. The RECM will compile the environmental requirements into tables to use for tracking compliance during construction for reporting purposes.

The RCCM team will include an Environmental Compliance Manager, Environmental Inspectors and Specialty Environmental Monitors. These staff will be part of the CM team providing monitoring and environmental compliance during construction and will submit Daily Inspection Reports while on the job site. Violations of permit or mitigation measure will be reported immediately to the RPM and the ECCM. Remediation plans will be developed as required.

Deliverables

- Environmental Compliance Plan
- Monthly compliance reports
- Permit required reports
- Non-Compliance reports as necessary
- Personnel Training reports

Subtask 7.7 Site Specific SWPPP

The RCCM shall submit a site-specific Storm Water Pollution Prevention Plan (SWPPP) to the SFPUC as needed. The SFPUC will submit the SWPPP for review and approval by the Regional Water Quality Control Board (RWQCB). The construction Contractor will be informed of the portions of the SWPPP that will require their additional input. The site-specific SWPPP shall meet the requirement of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The RCCM will also review the project's Mitigation Monitoring and Reporting Program (MMRP) and available agency permits (e.g., California Department of Fish and Game Streambed Alteration Agreement, RWQCB 401 Certification, etc.) and include related requirements into the SWPPP submittal.

Deliverables

- Prepare and submit site specific SWPPP to SFPUC/ RWQCB

Task 8 Provide CM Services For CUW379 - San Andreas Pipeline No. 3 Installation Project

Subtask 8.1 Pre-Construction Services

The project construction phase has been initiated and the successful contractor has mobilized in the field. Consequently, no support is anticipated from the RCCM under the Pre-construction services.

Subtask 8.2 Construction Contract Administration

8.2.1 Implement Construction Management Information System CMIS (2.2.3)

The RCCM will fully implement the CMIS according to WSIP Construction Management business processes and procedures. The RCCM will submit the "Project Setup Request" to

the WSIP CMIS Administrator to initiate CM staff training and establishing the necessary support to the team

Deliverables

Completed Project Setup Request

8.2.2 *Manage CM contract (2.2.4)*

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC's WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

8.2.3 *Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)*

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.
- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and

discussions and will provide periodic reviews and updates throughout the project implementation.

- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above
- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor
- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely

execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

8.2.4 Implement CM Safety Plan (2.2.2.2)

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

8.2.5 – Support CM QA Plan Implementation (2.1.13)

The RCCM will provide support as requested to implement the project CM QA Plan.

8.2.6 – Support Risk Management Plan (2.1.14)

The RCCM will provide support as requested for the project Risk Management Plan.

Subtask 8.3 – Construction Quality Assurance

8.3.1 – Perform QA Inspection (2.2.9)

Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QA plan. Observed quality deficiencies will be communicated to the contractor and the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

Deliverables

Daily QA Inspector Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

8.3.2 Provide Material Testing Services (2.2.9.4)

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

Subtask 8.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

Subtask 8.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

As outlined in the CM Plan, the RCCM will be responsible for the management of the project schedule. The RCCM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work, as outlined in the CM Plan from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Cost controls will be set up to closely manage the region's projects. The Contractor's rates of expenditure as compared to the accepted schedule of values, cost-loaded schedules, and other sources of information will be monitored and actions will be taken to resolve variances.

Complete records management and document control will be provided for this project. Project records will be per the CMIS adopted for the program. We have assigned staff fluent with Primavera Contract Manager. Our Administrative/Document Control Specialist will be responsible for the maintenance and control of project documents.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

Task 9 Provide CM Services For CUW391 - Baden and San Pedro Valve Lot Improvements Project

Subtask 9.1 Pre-Construction Services

The project construction phase has been initiated and the successful contractor has mobilized in the field. Consequently, no support is anticipated from the RCCM under the Pre-construction services.

Subtask 9.2 Construction Contract Administration

9.2.1 *Manage CM contract (2.2.4)*

The RCCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC's WSIP master project schedule. This will enable SFPUC cost projection and reporting providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure utilized for each project. Monthly status reports will be prepared per the WSIP CM Procedures and will be submitted to the RPM and others as directed. The report along with narrative will include:

- Summary of work completed during report period and outline of planned work for upcoming report period
- Status of CM Contract budget and schedule
- Forecast to complete each task, subtask, and subtasks activities
- Variance analysis and explanation
- Major issues affecting CM work including scope, budget, and schedule. Other issues that may affect the work

Deliverables

Monthly reporting of contract status and budget forecasts

9.2.2 – *Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7)*

The SFPUC has negotiated a Project Labor Agreement for WSIP projects over \$5 million to avoid work stoppages and provide local construction work force opportunities. The PLA Administrator is responsible for the oversight and management of this agreement. The RCCM will assist and support the PLA Administrator initially in the review of the Contractor's Project Labor Plan and then by facilitating job site and contractor/sub-contractor access as needed during the duration of the project. Support with the PLA implementation will be provided as directed.

9.2.3 *Provide Construction Administration for the project (2.2.8.1 through 2.2.8.19)*

The RCCM will provide construction administration of the Project as outlined in the CM Plan. Established P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. Some of the specific activities may include the following:

- Coordinate the Project office mobilization and demobilization with the contractor, RPM, RCM, SFPUC IT Department and others as required. Efforts will be taken to facilitate a timely mobilization and demobilization with minimal impacts on the work.

- If there are any SFPUC pre-purchased materials or equipment to be used by the construction contractor, the RCCM will manage the delivery of the equipment to the work site, the acceptance inspection upon delivery and the transfer to the construction contractor and maintain records of inspections and turnover for this project. Any needed in-factory inspections will be performed by the PCM as directed by the RPM.
- The RCCM will develop a project Risk Management Plan for foreseen risks. This plan will include the risk description, estimated probability of occurrence, mitigation measures and action plans, effectiveness measurement and review and update frequency. The Construction Contractor and other team members will participate in the development and subsequent reviews and updates of these plans along with the CM team. The RCCM will facilitate such workshops and discussions and will provide periodic reviews and updates throughout the project implementation.
- Organize partnering sessions for the project team including the construction contractor, design team, CM team, and other project stakeholders. The Partnering sessions will be implemented as outlined by the WSIP Procedures. Specific details for these sessions will be discussed with and approved by the RPM. Part of the partnering process will be identifying project risks and mitigation measures that will be used to prepare the Risk Management Plan discussed above
- Following the award of the contract, the RCCM will hold a Pre-Construction Conference to discuss administrative procedures, establish communications, discuss project constraints – including permit and environmental constraints – and discuss contractual and technical requirements. Project safety plans are also a topic for discussion. The invitees and agenda outlines will be as established in the CM Plan and revised as needed for this specific project. Minutes will be produced.
- The RCCM team will hold weekly status meetings with the Contractor and affected parties to review progress of the work, issues, anticipated work and other project related items. These meetings will provide a forum for airing issues, generating solutions and assigning the parties who will be responsible for developing solutions for the larger issues that require a team approach. These meetings will begin as soon as possible after NTP and continue through construction and start-up.
- The RCCM will review and process the GC's Payment Applications in a timely manner consistent with the contract requirements and using acceptable cost control practices, along with the P6 cost-loaded CPM.
- The RCCM team will manage all submittals from initial submission through approval in the shortest possible time while maintaining consistency with review and approval procedures with the necessary parties. For complex submissions, pre-submittal meetings with reviewing parties and the appropriate Contractor staff will be held to minimize, reject and resubmit issues. Submittals include various documents submitted by and to the contractor such as : applications for payments, progress reporting and updates, requests for information, requests for substitution, requests for deviation, and other submittals as required to support the execution of the work and as outlined in the CM Plan.
- The RCCM will manage and monitor the work to avoid situations that may lead to delays and possible claims. Turnaround times for various submittals and requests will be monitored and expedited. Requests and responses will be reviewed to

clarity and completeness to minimize re-submittals and potential misunderstandings. The RCCM shall be proactive in maintaining open communications with the contractor and project team and be focused on problem resolution. An issue resolution ladder will be established for the project outlining the process for elevating issues to management and for establishing target time limits for resolution at each level. A Dispute Review Board (DRB) will be established and utilized as outlined in the CM Plan and as agreed to with the contractor

- Coordinate closely with the SFPUC Client Operations Representative, Shutdown Coordinator and the Contractor on established shutdowns for the project. The RCCM will review the summary shutdown documents, the contract documents and the Contractor's approved schedule and highlight variances. To facilitate timely execution of the shutdown activities, contingency plans developed by the Contractor will be reviewed and updated as needed.

9.2.4 Implement CM Safety Plan (2.2.2.2)

The Project CM Safety Plans submitted during the preconstruction phase shall be managed and implemented during the lifetime of the Project period. The CM team will not deviate, alter or change their submitted Project CM Safety Plan without the prior approval of the Regional Project Manager.

9.2.5 – Support CM QA Plan Implementation (2.1.13)

The RCCM will provide support as requested to implement the project CM QA Plan.

9.2.6 – Support Risk Management Plan (2.1.14)

The RCCM will provide support as requested for the project Risk Management Plan.

Subtask 9.3 – Construction Quality Assurance

9.3.1 – Perform QA Inspection (2.2.9)

Discipline QA Inspectors will be provided as required by the work scope to inspect the work and report on Contractor compliance with the QA plan. Observed quality deficiencies will be communicated to the contractor and the RCCM will prepare nonconformance notices and make observation and documentation of the corrections. The Lead QA Inspector will assess the QA Plan performance, review the Daily Inspection Reports, monitor the resolution and close-out of deficiencies and non-conformances in a timely manner and review the Contractor's Daily Quality Report. All Daily Inspection Reports will contain the required information as contained in the CM plan.

Deliverables

Daily QA Inspector Reports

In-Factory Witness Test Reports as needed

Periodic Test and Observation Reports as required by the QA Plan

9.3.2 Provide Material Testing Services (2.2.9.4)

The QA Materials Testing firm will perform periodic independent materials testing to verify the results by the Contractor or when systemic quality problems dictate independent testing is needed. The type and frequency of periodic tests will be defined in the Project QA Plan.

Deliverables

Materials testing results

Subtask 9.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCCM will assist in the management of the Construction Contract by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The Project CM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes. The FCA assists the Project CM in managing the change process, maintains change management files and records of negotiations, and maintains the Change Log. The Construction Schedule/Cost Specialist, Estimator, Client/Operations Representative, the RECM and RCM will provide analysis and support as needed.

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

Deliverables

Complete Contract Change Order Packages as required

2. Reports

The Contractor shall submit written reports as requested by the SFPUC Regional Project Manager. Reports shall be thorough, competent and professional. Draft reports submitted for review shall be analyzed for technical content; clarity, language or technical content shall be grounds for resubmission as referred to in contract Item 11 describing "Acceptance of Work". The SFPUC Regional Project Manager shall determine the format for the content of such reports. Submission of all reports shall be in accordance with the schedule set forth in individual task orders. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Task Orders

Performance of the Construction Management Services will be executed according to a task order process. The SFPUC Regional 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. A final task order scope proposal will be negotiated between the SFPUC Regional Project Manager and the Contractor and then submitted to Construction Management Bureau for approval. Labor rates, overhead rates and certain other unit costs or prices, including profit will be accordance with Appendix B. However, as provided in the RFP, the budget identified for tasks in Overhead and Profit Schedule is an estimate, and the City reserves the right to modify the 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 Chapter 6 of 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 contract shall be in accordance with the negotiated master contract and billing rates set forth in Appendix B.

4. Contractor Responsibilities

In addition to services identified above, the Contractor may also be asked to assist SFPUC staff in providing technical support and expertise in the development of the project and related documents during the Agreement period. The primary Contractor functions are:

- a. Provide the timely delivery of quality services and within budget;
- b. Provide adequate quality control processes and deliverables in conformance with the technical requirements of the contract and task order;
- c. Maintain liaison and direct communications with SFPUC staff and promptly resolve any questions and issues that may arise;
- d. Submit invoices with proper supporting documentation in accordance with the terms of this agreement;
- e. Provide reports and deliverables as requested by SFPUC staff;
- f. Presentations to the SFPUC, the Board of Supervisors, and neighborhood or community meetings, as needed.
- g. Professional consultations and peer review;

- h. Field inspections and field or crisis management at project sites.
- i. Confined space entry may be required; and
- j. Emergency response.

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 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. Reports

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

7. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC shall be:

Husam N. Masri, Project Manager.
1155 Market Street, 6th Floor
San Francisco, CA 94103
Tel. (415) 551 - 4563

Appendix B

Calculation of Charges

As part of Contractor's proposal dated June 23, 2009 Contractor submitted billing rates, attached hereto as part of Appendix B-1. The Overhead and Profit Schedule, which list the requested tasks is hereby incorporated by reference. All costs associated with the development of the scope of work shall be borne by Contractor. The Contractor, with the assistance of the SFPUC, will be required to define the detailed scope for the tasks under this Agreement.

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

Pursuant to San Francisco Administrative Code §21.35, any Contractor, subcontractor or Contractor who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A Contractor, subcontractor or Contractor who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A Contractor, subcontractor or Contractor will be deemed to have submitted a false claim to the City if the Contractor, subcontractor or Contractor: (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.

1. **Compensation:** Compensation under this contract will be provided as: a) labor related costs by hourly billing rates for hours worked, and b) separately billed direct reimbursable expenses (ODCs). (Markups on ODCs are not allowable)

a) Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm(s) individual firm Overhead and Profit Rate, or effective Overhead and Profit Schedule (for substituted firms or substituted individual contractors). The individual firm Effective Overhead and Profit Schedule shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

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

- 2 **Billing Rates & Overhead and Profit Schedules:** The Contractor's billing rates and individual firm overhead and profit rates provided in the Overhead and Profit Schedule and Appendix B-1 shall not be negotiable during the Agreement award process and the duration of the Agreement. The individual firm Overhead and profit rates shall apply to the billing rate of all individuals not listed in the Overhead and Profit Schedule (i.e., substitute staff and staff assigned later). The individual firm Overhead and profit rates and Effective Overhead and Profit Schedule shall also

apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm overhead and profit rate can be no more than the Proposal Effective Overhead and Profit Schedule.

If an Individual Contractor listed in the Overhead and Profit Schedule is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor shall not exceed the billing rate in the Overhead and Profit Schedule for the position. If the Individual Contractor is replaced or substituted with a Prime or Sub-consultant employee at an hourly payroll rate, the firm Overhead and profit applied to the replacement individual's hourly payroll rate must not exceed the Contract Effective Overhead and profit rate. The Individual Contractor's hourly pay rate shall be verifiable by an executed written contract with the Contractor. Mark-up on an Individual Contractor shall be limited to 5% of the Individual Contractor's billing rate.

Contractor's billing rates stated in Appendix B-1 will be the billing rate for the listed individuals. Billing rates may be adjusted annually on the anniversary of the effective date of this Agreement as indicated in the Notice of Contract Award letter. The amount of any annual adjustment to billing rates is limited to a maximum of the CPI annual percent change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year, if the Index declines or shows no increase, billing rates will not be increased. Any increases in billing rates will be applied on a prospective basis only. The maximum hourly billing rate is **\$220 per hour**. In the event the maximum billing rate is to exceed \$220 per hour, the Contractor must obtain written pre-authorization from the SFPUC Project Manager and Bureau/Division Manager. Those who are allowed to exceed the maximum billing rate will keep the rate for the duration of the contract. No annual adjustment is allowed to billing rates exceeding \$220 per hour. Billing rates for staff in any position will apply regardless of whether it is straight time, premium time or overtime.

The billing rate for each listed individual may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Additionally, billing rates shall not exceed Federal Acquisition Regulations (FAR) or Generally Accepted Accounting Principles (GAAP) rate; whichever is applicable, if both, whichever is lowest.

- Direct Labor is limited to actual salaries of project personnel
- Effective Overhead and Profit Schedule: 1.99

- 3 **Staff Changes:** The SFPUC Regional Project Manager must approve the assignment of staff prior to beginning a task order as well as any staff changes proposed by Contractor. The SFPUC Regional Project Manager must also approve in writing any personnel changes proposed by Contractor after Notice to Proceed has been issued.

The Contractor should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Contractor. Individuals listed in the Overhead and Profit Schedule and for whom resumes and qualifications have been submitted as part of the proposal are expected to be provided to the project team.

All staff provided whether proposed in the Contractor's proposal or proposed as a substitution or a staff change shall meet the qualifications for the position as stated in Section IV.3 of the RFP

4. **Potential Delays to Project Schedule; Key/Lead Team Member Availability:** The construction schedule is an estimate; the SFPUC cannot guarantee an exact start date for CM services. There are potential uncertainties that could delay the start of construction, which in turn could delay the start of services or result in the temporary suspension of services under this Agreement. Potential

uncertainties include, but are not limited to: delays in completing the environmental review process under the California Environmental Quality Act ("CEQA"), delays in the review and permitting processes required by Land, State and Federal resource agencies and delays in the availability of equipment and/or materials. In addition, until the CEQA review process is completed, the City retains sole and absolute discretion to, among other things, modify the project to mitigate significant environmental impacts, or elect not to proceed with the project based upon information generated by the environmental review process.

If there is a delay to the start of construction, the SFPUC may, depending on the reason(s) for and timing of the delay, elect not to issue a Notice to Proceed ("NTP") for Task A services (see Appendix A to Agreement, above) or temporarily suspend services at some point after issuing NTP for Task A.

In light of the potential delay or temporary suspension of services under the Agreement, Contractor agrees to the following conditions:

- If a delay to the start of construction either delays the start of services or results in temporary suspension of services under the Agreement, the selected Contractor will guarantee the availability of the Key/Lead Team members identified in its proposal for a delay or suspension period of up to 6 months. For a delay in issuing NTP for Task No. A services, the 6-month delay period will commence upon receipt of the Notice of Award of contract. For any suspension of services after issuance of NTP for Task No. A, the 6-month suspension period will commence upon the receipt of a notice of suspension from the SFPUC.
 - If any construction schedule-related delay or suspension period extends beyond 6 months, the selected Contractor may substitute Key/Lead Team members. The SFPUC will have the right to approve any substitutions, which approval will not be unreasonably withheld. Proposed substitute personnel must meet all applicable qualification requirements set forth in the Request for Proposals dated July 2, 2008.
 - Any construction schedule-related delay or suspension period will count toward the annual rate adjustment process described in Paragraph 1, above.
5. **Additional Subcontractors:** Second-tier and pass-through subcontracting is prohibited. However, in the event that the prime Contractor and its approved subcontractors lack the necessary skills or expertise to perform requested services that are within the scope of the contract, additional subcontractors may be added to the Contractor team after obtaining pre-authorization by the SFPUC Regional Project Manager and Bureau/Division Manager. In such circumstances, the SFPUC or HRC Compliance Officer may suggest firms capable of performing the work and submit a proposal to the Contractor.
6. **Other Direct Costs (ODC):** Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in

performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

The following items will be eligible for reimbursement as ODCs from the provisional sum item 2 ODCs as indicted in the Overhead and Profit Schedule Appendix B:

- Out-of-town travel for project related business ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano. For project related business travel within the nine Bay Area Counties, approved leased vehicles will be used);
- Out- of town meal, and lodging expenses for project-related business trips. Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- 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. Rental Vehicle will be on an as needed basis and will require prior written approval of the SFPUC Project Manager;
- Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the San Mateo county and non-routine. If the Contractor needs to use personal Vehicles for Project related business within the San Mateo County a prior written approval from the SFPUC Regional Project Manager is required. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices. Prior written approval from The SFPUC RPM for any personal vehicle use for project related business if requested to be reimbursed to the Consultant.
- Lease, fuel, maintenance, insurance and gas expenses for Project Vehicles;
- 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);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Cell phones for CM team members as required to perform direct work related to the project;
- Permit fees;
- Expedited courier services when requested by SFPUC staff;
- Safety equipment;
- Special services, used solely for the benefit of this project and not performed by the Prime Contractor or by the Sub-consultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups, maintenance and expenses and telephone and network installations and maintenance.

All such service must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

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

- All other project business related travel expenses such as parking, bridge tolls, public transit, travel from Consultant's residence or home office to SFPUC facilities;
 - Contractor personnel relocation costs;
 - Any home office labor charges or pass-through, including but not limited to, administrative and clerical personnel time;
 - Personnel relocation and temporary assignment expenses;
 - Entertainment expenses;
 - Home office expenses;
 - Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
 - Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
 - Postage and courier services which are not requested by SFPUC staff; and
- Costs of preparing the proposal.

Office facilities will be provided by SFPUC in San Francisco at 1155/1145 Market Street for pre-construction phase services until the project field or the regional office is available. Project field offices will be provided by each individual construction contractor within thirty (30) days of the construction contract NTP. Both offices will include office furnishings, telephone services and equipments, internet connection, copy machine, printer and fax machine, to include maintenance and supplies. The RCCM will be responsible to establish the regional offices as described in Subtask 1.5 Regional Office.

7. Subcontractor Fees:

- a. Subject to above restrictions
- b. Shall be subject to written pre-approval by the SFPUC Regional Project Manager
- c. Subcontractor administration markup is limited to five percent (5%) of *subconsultants' actual labor costs*.

8. Left blank by Agreement of the Parties (Retention)

- 9. Invoice Requirements:** The Contractor shall submit one original invoice package with the appropriate HRC reporting forms and supporting documentation to substantiate services provided and allowable ODCs. Contractor will work with City Staff to establish an invoice format that will correlate with appropriate City scheduling software and will be used thereafter. Each invoice submission must include an HRC Form 7 to identify the participation and amount payable to the subcontractors. Timesheets, cards or logs must include a brief description of when and what work was performed memorializing the day's progress. Mileage logs must include the beginning and

ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. Any "Other Direct Costs" must be substantiated with receipts including a brief description for each receipt memorializing the purpose. All invoices must include the contract number, the task number (and title, if applicable), document reference number and funding source number. Complete invoice packages should be sent directly to:

San Francisco Public Utilities Commission
Contract Administration Bureau – Payment Processing Unit
1155 Market Street, 9th Floor
San Francisco, CA 94103

HRC Form 9 must be sent to the Contract Administration Bureau Payment Processing Unit within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime Contractor.

HRC Form 8 must be sent to the Contract Administration Bureau Payment Processing Unit with the final invoice for each task order to authenticate the total subcontractor participation and close out the Purchase Order Release.

1 [Contract Amendment - Peninsula Habitat Restoration Construction Management Services -
2 Water System Improvement Program Projects - Not to Exceed \$26,000,000]

3 **Resolution authorizing an amendment to the San Francisco Public Utilities**
4 **Commission Contract No. CS- 916 for Peninsula Regional Construction Management**
5 **Services in the amount not to exceed \$ 4,000,000, for a total agreement not to exceed**
6 **amount of \$26,000,000 to fund Construction Management Services for Bioregional**
7 **Habitat Restoration actions required for various Water System Improvement Program**
8 **Projects within the Peninsula Region, San Mateo County, pursuant to Charter Section**
9 **9.118, and adopting findings pursuant to the California Environmental Quality Act**
10 **(CEQA).**

11
12 WHEREAS, This Board of Supervisors, by Resolution No. 405-09 adopted on October
13 20, 2009 approved SFPUC awarded Agreement No. CS- 916, Peninsula Construction
14 Management Services (CM) in the amount of \$22,000,000, and with a term of fifty-five (55)
15 months, with HDR Engineering, Inc, pursuant to Charter Section 9.118; and

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

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

3 WHEREAS, Anticipated construction at these Bioregional Habitat Restoration sites
4 includes excavation, soil placement, stream bank stabilization, and planting to create
5 seasonal wetlands, riparian habitat and woodlands, to be undertaken pursuant to future
6 construction contracts, for which CM services are required to augment SFPUC staff in
7 overseeing the work. CM services also include certain pre-construction activities necessary to
8 successful implementation of the habitat restoration sites, and for this reason, the SFPUC
9 authorized Amendment No. 1 to CS 916, subject to Board approval pursuant to Charter
10 Section 9.118, and provided that only task orders for pre-construction activities may be issued
11 subject to further review and approval with respect to each of the various sites in the
12 Peninsula Region; and

13 WHEREAS, The Homestead Pond, Adobe Gulch, and San Andreas Reservoir
14 Bioregional Habitat Restoration sites, for which construction management services will be
15 provided, include sites that are proposed as mitigation for WSIP facility improvement projects
16 that have been approved by the SFPUC and CEQA findings adopted by this Board; including,
17 among others, the Bay Division Reliability Upgrade (Board Resolution No. 371-09) and
18 Crystal Springs San Andreas Transmission Upgrade project (Board Resolution No. 356-10),
19 and the San Francisco Planning Department, Major Environmental Analysis Division has
20 prepared a Note to the File ("Note to File") dated June 14, 2010 for the Bay Division Reliability
21 Upgrade (City Planning File No. 2005.0164E), determining that implementation of the
22 Homestead Pond mitigation site would not result in any additional significant environmental
23 impacts beyond those disclosed in the Final EIR for the project; and

24 WHEREAS, The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe
25 Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and

1 Sherwood Point projects are proposed as Bioregional Habitat Restoration sites for the Lower
2 Crystal Springs Dam Improvement Project, approved by the Commission (SFPUC Resolution
3 10-0175), and for which CEQA Findings were adopted by this Board on November 16, 2010;
4 and

5 WHEREAS, CM services under Amendment No. 1 for all of the above referenced sites
6 will be limited to pre-construction activities, unless and until the SFPUC and this Board have
7 reviewed and considered the environmental analysis and adopted CEQA findings, if required,
8 for each of the Bioregional Habitat Restoration sites; and the SFPUC authorizes related
9 construction activities for that site; and

10 WHEREAS, This Board and the SFPUC have previously reviewed and considered the
11 information and findings contained in the Final Environmental Impact Reports (FEIRs) and
12 adopted Resolutions, including CEQA Findings, for the Bay Division Reliability Upgrade
13 projects, Crystal Springs San Andreas Transmission Upgrade project, and Lower Crystal
14 Springs Dam project, for which Bioregional Habitat Restoration actions will be undertaken in
15 the Peninsula region, all as contained in the respective project files, WSIP Program FEIR,
16 SFPUC and Board Resolutions, which resolutions are incorporated herein by reference as
17 though fully set forth, together with all written and oral information provided by the Planning
18 Department (including the Note to File), the public, relevant public agencies, SFPUC and
19 other experts and the administrative files for this action as identified above; and

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

1 Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project
2 that has not yet been approved, and both the SFPUC and this Board retain full discretion to
3 consider the environmental documents for those other WSIP projects still undergoing
4 environmental review, including but not limited to mitigation measures therein, and to adopt or
5 decline to adopt findings required under CEQA for those projects; and

6 WHEREAS, The SFPUC, by its Resolution No. 10-0198, adopted November 9, 2010,
7 authorized Amendment No. 1 to CS-916 in the amount not to exceed \$4,000,000 for
8 additional CM services by HDR Engineering, Inc. with respect to implementation of various
9 Bioregional Habitat Restoration sites that may be improved within the Peninsula region,
10 because the nature of the needed CM services is such that using existing skills and
11 knowledge of the CM staff already working in the Peninsula region will result in time and cost
12 savings. The additional work is primarily environmental monitoring, which is seasonal and of
13 short duration as a result of wildlife breeding cycles and weather patterns. With Amendment
14 No. 1, the total not to exceed amount is \$26,000,000 for contract CS-916 for CM services in
15 the Peninsula Region; and

16 WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 17.9% Local
17 Business Enterprise (LBE) participation (of the total labor value of services to be provided)
18 has been established for this agreement; and

19 WHEREAS, Funds for the amendment of the CS -916 agreement are available from
20 Project No. CUW 38802 –Habitat Reserve Program (The Bioregional Habitat Restoration) and
21 were accounted for in the existing WSIP budget, approved by the SFPUC on July 28, 2009;
22 now, therefore, be it

23 RESOLVED, That this Board adopts the CEQA findings contained in SFPUC
24 Resolution No. 10-0198 authorizing the Amendment No. 1 to contract CS 916, on file with the
25

1 Clerk of the Board of Supervisors in File No. 101462, which is hereby declared to be a part of
2 this Resolution as if set forth fully herein; and be it

3 FURTHER RESOLVED, That this Board reviewed and considered the Bay Division
4 Reliability Upgrade FEIR, and related Note to File for the Homestead Pond habitat restoration
5 site, the Crystal Springs / San Andreas Transmission System Upgrades FEIR, and the Lower
6 Crystal Springs Dam FEIR, and found that they are adequate for their use by the decision-
7 making body for the action taken herein; and be it

8 FURTHER RESOLVED, That this Board finds that since the FEIRs were finalized,
9 there have been no substantial changes in the Bay Division Reliability Upgrade projects,
10 Crystal Springs / San Andreas Transmission System Upgrades project, or Lower Crystal
11 Springs Dam project, and no substantial changes in circumstances relating to those projects
12 that would require major revisions to the FEIRs due to the involvement of new significant
13 environmental effects or an increase in the severity of previously identified significant impacts,
14 and there is no new information of substantial importance that would change the conclusions
15 set forth in the FEIRs; and be it

16 FURTHER RESOLVED, That this Board hereby authorizes the General Manager of the
17 SFPUC to execute Amendment No. 1 to Water Enterprise, Water System Improvement
18 Program-funded Agreement No. CS-916, Peninsula Construction Management Services, with
19 HDR Engineering, Inc. in the amount not to exceed \$4,000,000 for additional CM services
20 with respect to implementation of various Bioregional Habitat Restoration sites that may be
21 improved within the Peninsula region, increasing the total agreement by an amount not to
22 exceed \$26,000,000; provided that SFPUC shall limit expenditures on task orders to pre-
23 construction activities for each individual site unless, and until such time as, the SFPUC and
24 this Board reviews and considers the environmental analysis and adopt findings pursuant to
25

1 CEQA, if required, with respect to that Bioregional Habitat Restoration site in the Peninsula
2 Region, and the SFPUC authorizes the related construction activities; and be it

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

Items 10 & 11 Files 10-1461 & 10-1462	Department(s): Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> The proposed resolution (File 10-1461) would authorize an amendment to an existing construction management agreement between the Public Utilities Commission (PUC) and CH2MHill to provide for additional construction management services related to habitat restoration for various Water System Improvement Program (WSIP) projects within the Sunol Valley Region in Alameda and Santa Clara Counties. The proposed amendment would (a) increase the not-to-exceed existing agreement by \$3,000,000, from \$16,000,000 to \$19,000,000, and (b) adopt findings pursuant to the California Environmental Quality Act (CEQA). The proposed resolution (File 10-1462) would authorize an amendment to the PUC to amend an existing construction management agreement between the PUC and HDR Engineering, Inc., to provide for additional construction management services related to habitat restoration required for various WSIP projects within the Peninsula Region in San Mateo County. The proposed amendment would (a) increase the not-to-exceed existing agreement by \$4,000,000, from \$22,000,000 to \$26,000,000, and (b) adopt findings pursuant to CEQA. 	
Key Points	
<ul style="list-style-type: none"> The proposed amendments to two existing PUC agreements would authorize the provision of additional construction management services related to WSIP habitat restoration projects in the Sunol Valley Region in Alameda and Santa Clara Counties and in the Peninsula Region in San Mateo County. In order for the PUC WSIP projects to proceed, the PUC is required to either comply with Federal and State resource agencies' permits, or to satisfy approved CEQA mitigation measures, related to construction activities on multiple WSIP projects in those regions. Therefore, the PUC is proposing to utilize the services of two of the PUC's existing construction management consultants working in the two regions, through an amendment to two existing agreements, without undertaking a separate RFP process to select such services. The PUC believes that having the two construction management contractors, CH2MHill and HDR Engineering, Inc., to manage the habitat restoration work would be the most efficient staffing approach, because (a) the PUC does not have adequate in-house skills or staffing availability, (b) utilizing the services of existing contractors will, according to the PUC, result in a \$745,000 contract savings, and (c) will avoid a PUC-estimated delay of up to six months in the implementation of the needed work. Delays to the habitat restoration projects could also result in fines or delays in WSIP projects. 	
Fiscal Impact	
<p>The two proposed resolutions would result in authorized increases to two existing PUC agreements of \$3,000,000 (File 10-1461) and \$4,000,000 (File 10-1462) for a total increased cost of \$7,000,000. Funding for the \$7,000,000 increase would come from the PUC's existing WSIP Habitat Reserve Program (HRP) budget. The HRP budget totals \$48,146,000 funded by San Francisco Water Revenue Bonds, as previously appropriated by the Board of Supervisors.</p>	
Recommendations	
<ul style="list-style-type: none"> Approve the two proposed resolutions. 	

MANDATE STATEMENT AND BACKGROUND**Mandate Statement**

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

Background*Existing Contracts*

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

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

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

WSIP's Habitat Reserve Program

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

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

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

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

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

DETAILS OF PROPOSED LEGISLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FISCAL IMPACTS

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

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

POLICY CONSIDERATIONS

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

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

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

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

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

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

³ Agenda Item Report. Public Utilities Commission, Agenda Item 16, November 9, 2010.

⁴ Agenda Item Report. Public Utilities Commission, Agenda Item 17, November 9, 2010.

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

RECOMMENDATIONS

Approve the proposed resolutions.

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

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

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

Contractor Information (Please print clearly.)
Name of contractor: HDR Engineering, Inc.
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. 1. Board of Directors: Richard R. Bell, George A. Little, Merle S. Bachman, Terence C. Cox, Ronald L. Harris, Frank H. Hillsabeck, Mary E. Peters, John K. Wilson 2. CEO: Richard R. Bell, P.E., CFO: Terence C. Cox, COO: Not Applicable 3. No individual owns 20 percent or more of HDR Engineering, Inc. 4. SUBCONTRACTORS: Shaw, Their PR, D. Shaw, Katz Associates, Apex, CPM, DOBkin, Ground Floor, Holman, James Allen, KKCS, Meridian, CRE, ECS, MCK, Astin, Bendz, Mactec, AGS, Corpro 5. HDR does not sponsor or control any political committee
Contractor address: 575 Market Street, Suite 700, San Francisco, CA 94105-2387
Date that contract was approved: 10/29/2009
Amount of contract: 22,000,000.00
Describe the nature of the contract that was approved: Contractor will provide construction management services for the Peninsula Region. Contractor will be the Peninsula Regional Consultant Construction Manager (RCCM), and will be required to provide fully qualified and highly experienced construction management personnel to manage the construction of the projects within the Region. <input checked="" type="checkbox"/>
Comments: Form completed by: Amy Gilleran, P.E., HDR Engineering

This contract was approved by (check applicable):

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

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

Print Name of Board

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

Print Name of Board

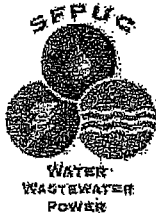
Filer Information (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

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

Date Signed

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

Date Signed



AGENDA ITEM
Public Utilities Commission
City and County of San Francisco



DEPARTMENT Infrastructure

AGENDA NO. 17

MEETING DATE November 9, 2010

Professional Services Amend: Regular Calendar
Project Manager: Husam Masri/Greg Lyman

Agreement No. CS-916, Amendment No. 1, Peninsula Construction Management (CM) Services

Summary of Proposed Commission Action:	Approve Amendment No. 1 to Water Enterprise, Water System Improvement Program (WSIP)-funded Agreement No. CS-916, Peninsula Construction Management (CM) Services, with HDR Engineering, Inc. for additional construction management services associated with Bioregional Habitat Restoration sites within the Peninsula Region; and authorize the General Manager of the San Francisco Public Utilities Commission to execute this amendment increasing the agreement by \$4,000,000, for a total not-to-exceed agreement amount of \$26,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to the Board of Supervisors' approval pursuant to Charter Section 9.118.
Background & Description of Scope of Services:	Background: The San Francisco Public Utilities Commission awarded HDR Engineering, Inc. the CS-916, Peninsula Construction Management (CM) Services on August 11, 2009. The scope of services includes assisting the SFPUC with the Construction Management of the eight following Projects within the Peninsula Region: <ol style="list-style-type: none">1. Lower Crystal Springs Dam Improvements;2. Pulgas Balancing - Discharge Channel Modifications;3. Pulgas Balancing Reservoir - Structural Rehabilitation & Roof

APPROVAL:

DEPARTMENT /
BUREAU

COMMISSION
SECRETARY

Mike Housh

FINANCE

Todd L. Rydstrom

GENERAL
MANAGER

Ed Harrington

Replacement;

4. Pulgas Balancing Reservoir - Modifications of the Existing Dechlorination Facility;
5. Crystal Springs / San Andreas Transmission Upgrade;
6. Crystal Springs Pipeline No. 2 Replacement;
7. San Andreas Pipeline No. 3 Installation; and
8. Baden and San Pedro Valve Lots Improvements

All environmental analysis documents for all these projects have been reviewed and certified by the San Francisco Planning Commission.

The Bioregional Habitat Restoration to be implemented under the WSIP consolidates impacts from multiple WSIP projects to benefit the environment by constructing larger ecosystem mitigation projects with less construction effects. Construction at these sites includes excavation, soil placement, stream bank stabilization, and planting to create seasonal wetlands, riparian habitat and woodlands.

The Homestead Pond, Skyline Boulevard, San Andreas Reservoir, Upper San Mateo Creek, Skyline Quarry, Adobe Gulch Creek South, Boat Ramp North, Adobe Gulch, Boat Ramp South, Half Moon Bay/Pilarcitos, and Sherwood Point mitigation sites are proposed Bioregional Habitat Restoration sites within the Peninsula Region to provide mitigation for the eight listed WSIP projects. The approval status of the environmental review of the Bioregional Habitat Restoration sites is provided below.

The Homestead Pond mitigation site is proposed as compensatory mitigation habitat for WSIP project listed above and, among others, the Bay Division Reliability Upgrade (SFPUC Resolution No. 09-0120 and Board of Supervisors Resolution No. 371-09) which was approved by the Commission and for which CEQA findings have been adopted by the Board of Supervisors.

The San Andreas Reservoir and Adobe Gulch mitigation sites are proposed as compensatory habitat mitigation for, among others, the Crystal Springs / San Andreas Transmission System Upgrades (SFPUC Resolution No. 10-0081 and Board of Supervisors Resolution No. 356-25-10) which was approved by the Commission and for which CEQA findings have been adopted by the Board of Supervisors.

Copies of the Commission and Board resolutions referred to above are included in the respective project files. The above-referenced three compensatory mitigation habitat sites may, but not necessarily will, be used as compensatory mitigation habitat for WSIP projects in the Peninsula Region not yet approved by the SFPUC and/or the Board of Supervisors, including but not limited to Lower Crystal Springs Dam

	<p>Improvements.</p> <p>The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and Sherwood Point projects are proposed as compensatory mitigation habitat for the Lower Crystal Springs Dam Improvement Project which has been approved by the Commission (SFPUC Resolution 10-0175), but for which CEQA findings have not yet been adopted by the Board of Supervisors.</p> <p>Description of Scope of Services:</p> <p>The scope of the original agreement included construction management (CM) services to manage the construction and environmental compliance of the above-cited nine projects including preconstruction and construction phase services. The work under the original agreement consists of:</p> <ul style="list-style-type: none">• Pre-construction Phase Services<ul style="list-style-type: none">○ Review Design Engineer construction schedules○ Provide constructability review of construction bid documents○ Provide Bid and Award Phase assistance○ Provide assistance with permits and rights-of-way○ Provide construction contract requirements for CM field offices and other project related costs/services○ Provide resource loaded Task Plan○ Participate in the Pre-Construction Conference○ Provide project-specific CM Plan in accordance with WSIP CM Plan○ Provide other support activities necessary for the award of the various construction contracts and initiation of the construction work• Construction Phase Services<ul style="list-style-type: none">○ Provide CM services to manage and administer the construction of the projects in accordance with the WSIP CM Plan○ Provide quality assurance (QA) services including testing and field investigations for the various contracts○ Provide environmental construction compliance monitoring and support services○ Assist with the implementation of the Project Labor Agreement (PLA)○ Assist with SFPUC's public outreach effort during construction○ Provide testing and startup management services○ Assist with activities associated with the acceptance of the work, close-out, and turnover○ Provide other support activities necessary for the
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	<p>management of the construction work</p> <p>Changes to the Agreement under this Amendment:</p> <p>This Amendment for additional CM services associated Bioregional Habitat Restoration sites is due to the fact that during the early stages of the WSIP, when the habitat restoration requirements were less defined, the plan was to use City resources to self perform CM and environmental monitoring for the construction of restoration sites. The refined schedule and scoping of the restoration work resulted in a concentrated construction sequence that not only exceeds available city resources but also requires certified, skilled and qualified monitors currently unavailable within the SFPUC. The options considered by WSIP Management included soliciting CM services under a separate contract or using an existing contract. Given the sporadic nature of the work and the need to secure services expeditiously, WSIP Management believes that it is best to use an existing contract.</p> <p>It is most efficient to amend Agreement CS-916, Peninsula Construction Management (CM) Services to perform the Bioregional Habitat Restoration work on the Peninsula because the nature of the needed CM services is an expansion of the agreement's existing scope and responsibilities for projects and project areas within the Peninsula Region. The amended services will use existing skills and knowledge of current staff resulting in time and cost savings. Additional work is primarily environmental monitoring and will be seasonal and of short duration as a result of wildlife breeding cycles and weather patterns. Construction will only occur between the months of August and December.</p> <p><u>Amendment No. 1:</u> is being requested for \$4,000,000 for additional CM services associated with Bioregional Habitat Restoration sites in the WSIP Peninsula Region; increasing the total not-to-exceed agreement amount to \$26,000,000.</p>
Result of Inaction:	<p>A delay in amending this agreement will delay implementation of permit required habitat compensation for WSIP projects including Bay Division and Peninsula Regions Projects. Delays in implementing the compensation sites may also result in permit violations and, possibly, a stoppage of work on the WSIP projects that require these restoration sites.</p>
Budget & Costs:	<p>Funding: is available at the time of agreement execution from Project CUW 38802 - Habitat Reserve Program (The Bioregional Habitat Restoration). The funding for this work is accounted for in the existing WSIP budget, approved by the Commission on July 28, 2009.</p>

Agreement: CS-916 Peninsula Construction Management (CM) Services
Commission Meeting Date: November 9, 2010.

	Original Not-To-Exceed Amount: \$22,000,000 Amendment No. 1 Not-To-Exceed Amount: \$4,000,000 Total Not-To-Exceed Amount: \$26,000,000
Schedule:	Original Duration: of fifty-five (55) months will remain unchanged.
Compliance With Chapter 14B: Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance:	The Human Rights Commission (HRC) sub-consulting goal of 17.9% Local Business Enterprise (LBE) participation (of the total value of services to be provided) will remain unchanged.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.
Attachment:	I. SFPUC Resolution

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, this Commission awarded Agreement No. CS-916; Peninsula Construction Management (CM) Services, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$22,000,000, and with a term of fifty-five (55) months, concluding on June 29, 2014 with HDR Engineering, Inc., subject to Board of Supervisors approval pursuant to Charter Section 9.118; and

WHEREAS, On October 20, 2009 pursuant to Resolution No. 405-09, approval for Agreement No. CS- 916 was obtained from the San Francisco Board of Supervisors; and

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

WHEREAS, Amendment No. I is being requested in the amount of \$4,000,000 additional CM services associated with Bioregional Habitat Restoration sites to be located within the Peninsula Region, increasing the total not-to-exceed agreement amount to \$26,000,000; and

WHEREAS, The Homestead Pond, Adobe Gulch, and San Andreas Reservoir compensatory habitat mitigation sites, for which construction management services will be provided, include sites which are proposed as mitigation for WSIP facility improvement projects which have been approved by the Commission and CEQA findings adopted by the Board of Supervisors ("Board"); including, among others, the Bay Division Reliability Upgrade and Crystal Springs San Andreas Transmission Upgrade project; and

WHEREAS, The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and Sherwood Point projects are proposed as compensatory mitigation habitat for the Lower Crystal Springs Dam Improvement Project which has been approved by the Commission (SFPUC Resolution 10-0175), including the adoption of CEQA Findings and a Mitigation Monitoring and Report Program, but for which CEQA findings have not yet been adopted by the Board of Supervisors; and

WHEREAS, Environmental review has been completed for the above-referenced WSIP facility improvement projects, and CEQA findings adopted by the Commission and the Board, as described above; and by Note to the File ("Note to File") dated June 14, 2010 for the Bay Division Reliability Upgrade prepared by the San Francisco Planning Department, Major Environmental Analysis Division (City Planning File No. 2005.0164E), determining that implementation of the Homestead Pond mitigation site would not result in any additional significant environmental impacts beyond those disclosed in the Final EIR for the project; and

WHEREAS, By adopting CEQA Findings for Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades including implementation of compensatory mitigation at sites that may be proposed as mitigation for individual WSIP facility improvement projects that have not yet been approved by the SFPUC, the SFPUC is not making any commitment to approve any other WSIP project or mitigation, nor does the Commission make any determination as to the adequacy of the Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project that has not yet been approved, and the Commission retains full discretion to consider the environmental documents for other WSIP projects, including but not limited to mitigation measures therein, and to adopt or decline to adopt findings required under CEQA for those projects; and

WHEREAS, The Commission has reviewed and considered the information and findings contained in the final EIRs for the Bay Division Reliability Upgrade and Crystal Springs/San Andreas Transmission System Upgrades projects, Note to the File, all as contained in the respective project files, WSIP Program FEIR, SFPUC and Board Resolutions referred to in the Agenda Report for this matter, which resolutions are incorporated herein by reference as though fully set forth and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for this action as identified above; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 17.9% Local Business Enterprise (LBE) participation (of the total value of services to be provided) has been established for this agreement; and

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

RESOLVED, That the Commission finds that the Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades FEIRs are adequate for their use by the decision-making body for the action taken herein; and be it

FURTHER RESOLVED, The Commission finds that since the FEIRs were finalized, there have been no substantial changes in the Bay Division Reliability Upgrade or Crystal Springs / San Andreas Transmission System Upgrades Projects, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise Water System Improvement Program-funded Agreement No. CS-916, Peninsula Region Construction Management (CM) Services, with HDR Engineering, Inc. for additional construction management services associated with Bioregional Habitat Restoration sites within the Peninsula Region; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this amendment, increasing the agreement by \$4,000,000, for a total agreement amount of \$26,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 9, 2010

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0198

WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, this Commission awarded Agreement No. CS-916, Peninsula Construction Management (CM) Services, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$22,000,000, and with a term of fifty-five (55) months, concluding on June 29, 2014 with HDR Engineering, Inc., subject to Board of Supervisors approval pursuant to Charter Section 9.118; and

WHEREAS, On October 20, 2009 pursuant to Resolution No. 405-09, approval for Agreement No. CS- 916 was obtained from the San Francisco Board of Supervisors; and

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

WHEREAS, Amendment No. 1 is being requested in the amount of \$4,000,000 additional CM services associated with Bioregional Habitat Restoration sites to be located within the Peninsula Region, increasing the total not-to-exceed agreement amount to \$26,000,000; and

WHEREAS, The Homestead Pond, Adobe Gulch, and San Andreas Reservoir compensatory habitat mitigation sites, for which construction management services will be provided, include sites which are proposed as mitigation for WSIP facility improvement projects which have been approved by the Commission and CEQA findings adopted by the Board of Supervisors ("Board"); including, among others, the Bay Division Reliability Upgrade and Crystal Springs San Andreas Transmission Upgrade project; and

WHEREAS, The Skyline Boulevard, Upper San Mateo Creek, Skyline Quarry, Adobe Gulch Creek South, Boat Ramp North, Boat Ramp South, Half Moon Bay/Pilarcitos, and Sherwood Point projects are proposed as compensatory mitigation habitat for the Lower Crystal Springs Dam Improvement Project which has been approved by the Commission (SFPUC Resolution 10-0175), including the adoption of CEQA Findings and a Mitigation Monitoring and Report Program, but for which CEQA findings have not yet been adopted by the Board of Supervisors; and

WHEREAS, Environmental review has been completed for the above-referenced WSIP facility improvement projects, and CEQA findings adopted by the Commission and the Board, as described above; and by Note to the File ("Note to File") dated June 14, 2010 for the Bay Division Reliability Upgrade prepared by the San Francisco Planning Department, Major Environmental Analysis Division (City Planning File No. 2005.0164E), determining that implementation of the Homestead Pond mitigation site would not result in any additional significant environmental impacts beyond those disclosed in the Final EIR for the project; and

WHEREAS, By adopting CEQA Findings for Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades including implementation of compensatory mitigation at sites that may be proposed as mitigation for individual WSIP facility improvement projects that have not yet been approved by the SFPUC, the SFPUC is not making any commitment to approve any other WSIP project or mitigation, nor does the Commission make any determination as to the adequacy of the Bioregional Habitat Restoration sites as compensatory habitat mitigation for any WSIP project that has not yet been approved, and the Commission retains full discretion to consider the environmental documents for other WSIP projects, including but not limited to mitigation measures therein, and to adopt or decline to adopt findings required under CEQA for those projects; and

WHEREAS, The Commission has reviewed and considered the information and findings contained in the final EIRs for the Bay Division Reliability Upgrade and Crystal Springs/San Andreas Transmission System Upgrades projects, Note to the File, all as contained in the respective project files, WSIP Program FEIR, SFPUC and Board Resolutions referred to in the Agenda Report for this matter, which resolutions are incorporated herein by reference as though fully set forth and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for this action as identified above; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 17.9% Local Business Enterprise (LBE) participation (of the total value of services to be provided) has been established for this agreement; and

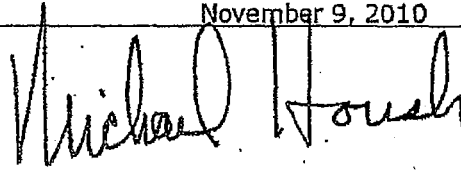
WHEREAS, Funds for this agreement are available from Project No. CUW 38802 - Habitat Reserve Program (The Bioregional Habitat Restoration) and were accounted for in the existing WSIP budget approved by the Commission on July 28, 2009; now, therefore, be it

RESOLVED, That the Commission finds that the Bay Division Reliability Upgrade and Crystal Springs / San Andreas Transmission System Upgrades FEIRs are adequate for their use by the decision-making body for the action taken herein; and be it

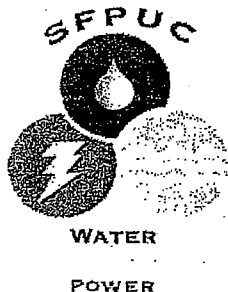
FURTHER RESOLVED, The Commission finds that since the FEIRs were finalized, there have been no substantial changes in the Bay Division Reliability Upgrade or Crystal Springs / San Andreas Transmission System Upgrades Projects, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise Water System Improvement Program-funded Agreement No. CS-916, Peninsula Region Construction Management (CM) Services, with HDR Engineering, Inc. for additional construction management services associated with Bioregional Habitat Restoration sites within the Peninsula Region; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this amendment, increasing the agreement by \$4,000,000, for a total agreement amount of \$26,000,000; provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *November 9, 2010*

A handwritten signature in black ink, appearing to read "Michael Housh", is written over a horizontal line.

Secretary, Public Utilities Commission



SAN FRANCISCO PUBLIC UTILITIES COMMISSION



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

**First Amendment
Agreement No. CS-916: Construction Management Services
Peninsula Regional Projects**

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

RECITALS

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

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

WHEREAS, on November 9, 2010, pursuant to Resolution No. 10-0198, the San Francisco Public Utilities Commission approved this Amendment, subject to approval by the Board of Supervisors under Charter section 9.118; and

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

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated 29th day of October 2009 between Contractor and City under which Consultant agreed to perform

Construction Management Services for the SFPUC Water System Improvement Program's Peninsula Regional Projects.

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

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

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

This Agreement is made this 29th day of October 2009, in the City and County of San Francisco, State of California, by and between: **HDR Engineering Inc., 575 Market Street, Suite 700, San Francisco, CA 94105-2387**, hereinafter referred to as "Consultant", and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City", acting by and through its Public Utilities Commission.

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

5. Compensation

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$22,000,000 Dollars (Twenty Two Million dollars)**. Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

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

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

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

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

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

5. Compensation.

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$26,000,000 Dollars (Twenty Six Million dollars)**. Appendix B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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

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

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

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

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

8. Submitting False Claims; Monetary Penalties.

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

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

43. Requiring Minimum Compensation for Covered Employees

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

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

44. Requiring Health Benefits for Covered Employees.

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

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

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

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

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

CITY

CONTRACTOR

Recommended by:

HDR Engineering, Inc

Ed Harrington
General Manager
San Francisco Public Utilities Commission


Name of Authorized Representative

Approved as to Form:

Title

Dennis J. Herrera
City Attorney

By:



John White
Deputy City Attorney

Attachments:

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

Attachment (1) to First Amendment
Agreement No. CS-916

Appendix A-1
Additional Services to be provided by Contractor

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

**Task 10: Construction Management and Environmental Compliance Services
- Peninsula Region Habitat Reserve Program Sites**

Description of Services

Consultant will provide construction management and environmental compliance services for the Habitat Reserve Program (HRP) sites located in the Peninsula Region. The Regional Consultant Construction Manager (RCM) will provide qualified and experienced environmental compliance and construction management personnel to manage construction at the HRP sites.

The sites within the Peninsula Region are:

- Homestead Pond
- Boat Ramp (aka Boat Ramp South and Boat Ramp North)
- Sherwood Point
- Adobe Gulch Creek South
- Upper San Mateo Creek
- Skyline Boulevard
- San Andreas Reservoir
- Adobe Gulch (aka Adobe Gulch Grasslands)
- Skyline Quarry
- Sites related to Lower Crystal Springs Dam Project

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

Task 10.1 Provide HRP Pre-Construction Services

Subtask 10.1.1 Pre-Construction Services

10.1.1.0 Provide Regional Oversight and Support

Provide regional oversight and support as outlined in Task 1 for the monitoring and reporting of the work associated with the Peninsula Region HRP Sites.

10.1.1.1 Integrate Environmental Requirements into Construction Process

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

Deliverables

Coordinate preconstruction environmental compliance activities and environmental surveys and reports.

10.1.1.2 Provide Constructability/Bidability Reviews (2.1.2)

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

Based on the approved contracting plan, conduct a constructability and bidability review of the construction bid documents with emphasis on completeness of the design documents, adequacy of the planned Contractor's compound area including field offices, storage and lay down space, incorporation of known underground and overhead interferences, potential health and safety issues, potential environmental issues, potential community issues, specified construction methods that might result in excessive costs without associated benefits, clear incorporation of schedule constraints and milestones including shutdown constraints, inclusion of inspection, testing and system acceptance provisions, materials delivery plans methods and constraints, conflicts within the documents and the constructability impacts of the environmental requirements. Internal milestones with the potential for Liquidated Damages will be evaluated. We will review and comment on the Contractor QC Plan requirements and on the required submittals.

Deliverables

Contracting Plan

Constructability/Bidability review comments on the design package

10.1.1.3 Provide Bid and Award Phase Assistance (2.1.3)

Provide support for pre-bid meetings, and responses to questions submitted by bidders as directed by the RPM. In addition, support may also include contractor outreach services to maximize bidder participation as well as assistance in any prequalification of bidders to encourage maximum competition of qualified firms.

10.1.1.4 Provide Resource Loaded Task Plan (2.2.4)

Provide resource loaded task plan for the Construction Management Services on the Project. The CM staff resources will be allocated according to the WBS breakdown provided by SFPUC. This task plan will be created in P6 and imported into the WSIP Master Project Schedule. This task plan will be updated monthly and used for project invoicing.

Deliverables

Resource loaded P6 Schedule

Monthly updates to the P6 Schedule in the monthly progress report

Subtask 10.1.2 Provide HRP Construction Management Services

10.1.2.0 Provide Construction Contract Administration

The RCM will oversee the management of all HRP construction contracts in accordance with the WSIP Construction Management Plan and Procedures.

The RCM will assemble forecasts and required reports to the Regional Project Manager (RPM) for inclusion in the WSIP program controls system and will work closely with and support the RPM relative to the Peninsula Regional budget and schedule issues. The RCM will also monitor the construction activities for timely processing of submittals, Requests for Information (RFI), Requests for Substitution (RFS), Application for Payments and change orders and will assist and facilitate resolution of conflicts and problems arising between Contractors and HRP.

The RCM will review and approve the change orders within the parameters of the WSIP Change Approval Matrix and recommendations for contractual actions against a Contractor. The RCM will assist the RPM in reviewing and developing strategies to address claims from contractors and will lead and participate in constructability reviews and assist with the Bid and Award Phase of the applicable HRP construction contracts as assigned and directed by the RPM.

The RCM will provide regional clerical, administrative and document control/records management support.

Deliverables

Oversee and direct the activities of the CM team for the successful completion of the HRP

Provide services required by the WSIP CM Plan and Procedures

Conduct periodic progress meetings and submit monthly progress reports

10.1.2.1 Implement Limited Scope Construction Management Information System CMIS (2.2.3)

The HRP will implement a limited scope CMIS as approved by RPM.

10.1.2.2 Manage HRP Construction contract (2.2.4)

The RCM will resource load its contract work to the same level and detail (by project, task, subtask, and subtask activities) for import into SFPUC's WSIP master project schedule. This will enable SFPUC cost projection and reporting; providing adequate visibility and control of the construction management services. Invoices will be submitted in accordance with established detailed work breakdown structure (WBS) previously identified. Monthly status reports will be prepared per the WSIP CM Procedures:

Deliverables

Monthly reporting of contract status and budget forecasts

Weekly reporting of work activities and critical issues

10.1.2.3 Provide Construction Administration (2.2.8.1 through 2.2.8.19)

The RCM will provide construction administration of the Peninsula HRP Sites as outlined in the CM Plan. Limited scope P6 and Contract Manager/CMIS will be utilized to manage and expedite the project documentation and submittals. The specific activities will be as outlined in the CM Plan. Administrative support will also be provided.

10.1.2.5 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

The RCM will assist in the management of the Construction Contract(s) by managing the contract change process as described in the CM Plan and Contract Documents. Changes can be initiated by the SFPUC through a Proposed Change Order (PCO) or by the Contractor through a Change Order Request (COR). The RCM is responsible for managing the change management process in conformance with the requirements in the Contract Documents, leading the negotiation of cost and/or time impacts and providing recommendations for the disposition of changes.

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

Deliverables

Complete Contract Change Order Packages as required

10.1.2.6 Construction Project Controls (2.2.11.1 through 2.2.11.13)

The HRPEM will be responsible for the management of the HRP construction schedule. The HRPEM will hold regular reviews and incorporate comments and updates in a timely manner. Such review and analysis will focus on early warning signs to avoid issues with established schedules and budgets and with availability and utilization of resources.

The management of the schedule and monitoring of the progress will address all aspects of the work from initial Contractor submittal to contract close-out. This will start with the critical review and approval of the Contractor's baseline schedule followed by monthly schedule updates, recovery schedules as needed, the use of 4 week look-ahead schedules, maintenance of approved schedule revisions, schedule analysis and variance reporting, and schedule forecasting.

Deliverables

Monthly schedule and cost updates for inclusion into WSIP master schedule

10.1.2.8 Environmental Compliance Training

Prepare presentations and materials for two levels of environmental compliance training—a supervisory level and a crew-level training. This training will comply with training requirements included in the MMRP, and permits to inform personnel of biological, cultural and/or paleontological resources that have the potential to occur on the site. The training will also include applicable requirements related to environmental compliance, including communication protocols, project changes, storm water and pollution control, and other pertinent resource areas.

Deliverables

Develop and deliver Supervisory Level environmental training (i.e., slide presentation).

Develop and deliver Crew Level environmental training and distribute up to 50 copies of associated handout materials (i.e., "ALERT" sheet, English version biological brochure, and Spanish version biological brochure) to all project personnel.

Develop a color laminated sheet that shows examples of cultural and paleontological resources that can be shown to crew during the training presentation.

Provide a "crib sheet" for the crew training briefing to be used by the Environmental Inspector and/or other SFPUC personnel conducting the training. This "crib sheet" will not be distributed to the crew. For the days that CM Firm will not have an Environmental Inspector on site to perform the environmental training, CM Firm shall provide the on-site SFPUC QA Inspector with said "crib - sheet" to be used when performing the training.

Prepare two color 8 ½" x 11" brochures (i.e., both an English and Spanish version) for handout to all attending the training an environmental training briefing that describes federally listed species that could potentially occur on site (Mission blue butterfly, California red-legged frog, and San Francisco garter snake). [USFWS BA Project Conservation Measure 1. b.]

Subtask 10.1.3 Construction Inspection and Environmental Compliance

10.1.3.1 – Construction Inspection and Environmental Compliance

Provide Construction and Environmental Inspectors, Biological and Cultural Resource Specialty Environmental Monitors (SEM), and Restoration Specialists to perform quality assurance inspections and documentation in accordance with WSIP Construction Management procedures and HRP MMRPs. All inspection and monitoring staff will report to the HRP EM.

The above field staff will provide quality assurance inspections of site civil, electrical, mechanical work and environmental monitoring during construction and will each submit Daily Inspection Reports and monitoring reports as required.

Deliverables:

Provide the resumes of potential inspection candidates where necessary for review and approval by the SFPUC.

Prepare an Environmental QA Daily Inspection and Monitoring Reports for the days on-site and supporting photographs, as applicable and necessary, in accordance with CM P052 and CM P08. Inspection staff will use a Word file form (Word file form template to be provided by SFPUC).

Prepare Environmental Requirements Table in accordance with CM P051. Prepare Environmental Quarterly Compliance Reporting Table in accordance with CM P056.

QA Inspection staff will use Word and Excel file forms (templates to be provided by the SFPUC).

Develop and prepare discipline specific specialty environmental surveys, plans and reports.

Subtask 10.1.4 Special Studies / Investigations

10.1.4.1 – Additional Services for Special Studies and Investigations.

RCM shall provide provisional additional services for construction management and environmental compliance, investigations and special studies as defined and directed by the RPM. If any additional services are required, a written authorization shall be provided in the form of a task order revision. The task order revision shall include a detailed scope of work and budget. Examples include:

- Soil sampling and testing
- Cultural resources surveys and recovery (e.g., accidental discoveries)
- Paleontological resources surveys and recovery (e.g., accidental discoveries)
- Other services deemed necessary for the successful completion of the Peninsula HRP Sites



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

Date: June 14, 2010
Case No.: 2005.0146E
Project: Bay Division Pipeline Reliability Upgrade Project
Project Sponsor: San Francisco Public Utilities Commission
MEA Contact: Timothy Johnston - (415) 575- 9035
timothy.johnston@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

NOTE TO FILE FOR BAY DIVISION PIPELINE RELIABILITY UPGRADE PROJECT ENVIRONMENTAL IMPACT REPORT - SECONDARY IMPACTS OF MITIGATION

Background

On July 9, 2009, by Motion No. 17918, the San Francisco Planning Commission certified the Final Environmental Impact Report (EIR) for the Bay Division Pipeline Reliability Upgrade Project (Project). Subsequently, on July 14, 2009, by Resolution No. 09-0120, the San Francisco Public Utilities Commission (SFPUC) approved the Project, and adopted CEQA findings and a Mitigation Monitoring and Reporting Program (MMRP). The EIR and MMRP included mitigation measures that are required to compensate for significant impacts of the Project on biological resources. At the time the EIR was certified and the Project was adopted, specific locations for the compensatory mitigation had not been determined. As a result of ongoing coordination with the relevant resource agencies, the SFPUC has identified the Homestead Pond Mitigation Site as a location which it proposes to satisfy certain habitat compensation mitigation for the Project. The final decision, however, on the location of this, or any other compensatory mitigation site, is subject to approval from the resource agencies. This Note to File discusses potential significant environmental effects related to implementing habitat compensation at the Homestead Pond Mitigation Site in accordance with CEQA Guidelines Section 15126.4(a)(1)(D).

Location and Description of Mitigation Activities

The Homestead Pond site is located on the western edge of the Cañada Road and I-280 intersection in the southern portion of the SFPUC Peninsula Watershed. The site is owned by the City and County of San Francisco and is managed by the SFPUC. The site contains non-native eucalyptus trees, grasslands, and a mix of wetland and riparian vegetation that are degraded by non-native invasive plants.

Mitigation at the Homestead Pond site will include creation, restoration, enhancement and preservation of grassland, scrub, oak woodland, riparian and wetland habitats. Specific activities will include:

- Removal of non-native vegetation and planting with native plants;
- Installation of temporary irrigation to support new plantings until established (2-3 years);

- Grading to create and enlarge wetlands; and
- Grading and planting to stabilize eroding stream channels and riparian corridors.

Long-term management activities are expected to include inspection and repair, control of non-native predators (e.g., bullfrogs), spot application of herbicides, spot burning and hand weeding to control invasive weeds. Preservation of the habitat in perpetuity will be achieved through a conservation easement or other legal instrument.

Habitat compensation activities will require up to 20 workers and will occur over a 16-week period between approximately August 1, 2010 and January 31, 2011. All in-stream earthwork will be conducted between August 1 and October 15. All other earthwork and construction activities could occur throughout the construction period. The site will be accessed from Cañada Road. No new access roads will be constructed. Construction vehicles, equipment and materials will be staged in an existing disturbed area adjacent to Cañada Road.

SECONDARY IMPACTS OF MITIGATION MEASURES

Implementation of habitat compensation mitigation at the Homestead Pond site will not result in any significant impacts on the environment beyond those identified for the Project in the EIR. As further discussed below, implementation of the same mitigation measures identified in the EIR for impacts on cultural and paleontological resources, biological resources, and air quality will reduce significant impacts that could result from the habitat compensation actions to a less than significant level.

CULTURAL AND PALEONTOLOGICAL RESOURCES

The San Francisco Planning Department conducted a records search and field surveys, consulted with the Native American Heritage Commission, other Native American organizations and individuals and Historical Society organizations, and conducted an evaluation of potential resources identified during field surveys to determine whether historical structures, archaeological resources or Native American artifacts or burial sites may be present at the Homestead Pond site. Based on these efforts, there are no pre-historic or historic era cultural resources that could be affected by the proposed habitat compensation activities at the Homestead Pond site (Pacific Legacy/Carey & Company 2009; ICF International 2010).

Grading to create or enlarge wetlands and stabilize streams and riparian corridors and other ground disturbance could affect undiscovered archaeological resources, paleontological resources or human remains.

The impacts of the habitat compensation activities on cultural resources will be similar in nature to but substantially lesser in magnitude to the impacts of the pipeline and tunnel components of the Project, which are identified in the EIR as Impacts CR-1a, CR-5 and CR-6. The impacts of the habitat compensation activities can be adequately addressed with implementation of Mitigation Measures CR-1a, CR-1b, CR-1c, CR-1d, CR-1e, CR-1f, CR-1g,

CR-5a and CR-5b. Therefore, the habitat compensation activities will not result in any new significant effects on cultural resources beyond those identified in the EIR in relation to the pipeline and tunnel construction/operation elements of the Project or an increase in the severity of a significant impact, and no new mitigation measures will be required.

AIR QUALITY

The use of heavy equipment for excavation and grading and trucks to haul trees and excess spoils offsite will generate criteria pollutants and particulate matter from diesel exhaust and fugitive dust. Although these emissions will be substantially lower than the emissions generated by construction of the pipeline and tunnel construction components of the Project, the same mitigation measures required for Project construction will be applied to reduce emissions from implementation of the habitat compensation actions. Application of Mitigation Measures AIR-1a and AIR-1b will ensure that the impacts of the habitat compensation actions on air quality will be less than significant. Therefore, the habitat compensation mitigation will not result in any new significant effects on air quality beyond those identified in the EIR in relation to the pipeline and tunnel construction/operation elements of the Project or an increase in the severity of a significant impact, and no new mitigation measures will be required.

BIOLOGICAL RESOURCES

The habitat compensation activities at the Homestead Pond site are intended to mitigate for impacts on special-status species and sensitive habitats. As such, the actions at the Homestead Pond site will have a beneficial effect on biological resources. However, short-term construction activities such as tree removal, grading, excavation and planting could have unintended impacts on special-status wildlife and plants. However, the habitat compensation actions at the Homestead Pond site have been designed to avoid impacts on sensitive habitats and species as documented through biological resources field surveys, including rare plant surveys and delineation of wetlands and other waters of the U.S. and state, and through consultations with the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Department of Fish and Game and the San Francisco Bay Regional Water Quality Control Board (ESA+Orion 2010). Therefore, as designed the habitat compensation actions will avoid impacts on biological resources to the maximum extent feasible. In addition, application of mitigation measures already identified in the Project EIR (including Mitigation Measures BIO-2, BIO-11a, BIO-11b, BIO-11c, BIO-11d, BIO-13a, BIO-13b, BIO-13c, BIO-14a, BIO-14b, and BIO-15c), will ensure that impacts on biological resources will not result in any new significant effects beyond those identified in the EIR in relation to the pipeline and tunnel construction/operation elements of the Project or an increase in the severity of a significant impact, and no new mitigation measures will be required.

CONCLUSION

Overall, implementation of habitat compensation activities at the Homestead Pond site will not result in any additional significant impacts beyond those disclosed for the pipeline and

tunnel construction/operation elements of the Project or an increase in the severity of a significant impact. As noted in this Note to File, implementation of mitigation measures identified in the EIR for the Project, where applicable, will reduce all associated impacts to a less than significant level. Consistent with Mitigation Measure 4.16-4a of the SFPUC Water System Improvement Program (WSIP) Final EIR, habitat compensation mitigation actions at the Homestead Pond site will be undertaken as part of a coordinated regional approach to minimize the overall impacts on and to benefit multiple species and habitats that will be impacted by the WSIP facility improvement projects (SFPUC 2010).

References

Pacific Legacy/Carey & Company 2009. Historic Context and Archaeological/Architectural Survey Report for the Habitat Reserve Program, Alameda, San Mateo, Santa Clara, and Tuolumne Counties, California, November 2009.

ESA+Orion 2010. San Francisco Public Utilities Commission Habitat Reserve Program: Homestead Pond, Biological Resources May 2010.

ICF International, 2010. Final Cultural Resources Inventory and Evaluation Report, San Francisco Public Utilities Commission 2010 Habitat Reserve Program, Alameda and San Mateo Counties, California, May 2010.

SFPUC 2010. WSIP Final Program EIR Report for Mitigation Measure 4.16-4a, San Francisco Public Utilities Commission, April 30, 2010.



AGENDA ITEM
Public Utilities Commission
City and County of San Francisco



DEPARTMENT Infrastructure Division AGENDA NO. 21c
MEETING DATE December 10, 2013

Professional Services Amendment: Consent Calendar
Project Manager: Husam Masri

Agreement No. CS-916, Amendment No. 2, Peninsula Construction Management Services

Summary of Proposed Commission Action:	Approve Amendment No. 2 to Water Enterprise, Water System Improvement Program (WSIP)-funded Agreement No. CS-916, Peninsula Region Construction Management Services, with HDR Engineering, Inc. for additional construction management services associated with the Crystal Springs/San Andreas (CSSA) Transmission Upgrade project; and authorize the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute this amendment increasing the Agreement not-to-exceed amount by \$1,500,000 to a total not-to-exceed agreement amount of \$27,500,000, and extending the agreement duration by six months, for a total agreement duration of 5 years, 1 month; subject to Board of Supervisors approval under Charter Section 9.118.
Background:	The Peninsula Region Projects have been developed to ensure water quality regulatory compliance, provide delivery reliability for the SFPUC's water customers, and allow continued water service following a major earthquake. Following a competitive selection process, the SFPUC, pursuant to Resolution No. 09-142, awarded HDR Engineering, Inc. The Peninsula Construction Management Services agreement (CS-916) on August 11, 2009.
Description of Scope of Work:	Description of Scope of Work: The scope of the services includes assisting the SFPUC with the construction management of the eight following projects:

APPROVAL: _____
COMMISSION SECRETARY Donna Hood

	1.	CUW35401	Lower Crystal Springs Dam Improvement
	2.	CUW36102	Pulgas Discharge Channel Modifications
	3.	CUW36103	Pulgas Reservoir Structural Rehabilitation and Roof Replacement
	4.	CUW36105	Pulgas Modifications of the Existing Dechlorination Facility
	5.	CUW37101	CSSA Transmission Upgrade
	6.	CUW37801	Crystal Springs Pipeline No. 2 Replacement
	7.	CUW37901	San Andreas Pipeline No. 3 Installation
	8.	CUW39101	Baden and San Pedro Valve Lots Improvement
<p>Changes to Agreement under Amendments: Amendment No. 1: was approved on November 9, 2010 per Resolution No. 10-0198 for \$4,000,000 for additional construction management services associated with Bioregional Habitat Restoration sites in the WSIP Peninsula Region; increasing the total not-to-exceed agreement amount to \$26,000,000. Amendment No. 2: is being requested for \$1,500,000 to provide continued construction management services during the construction phase of the CSSA Transmission Upgrade project, increasing the total not-to-exceed agreement amount to \$27,500,000 with a time extension of six months, for a total agreement duration of 5 years, 1 month. The construction management and closeout activities by the consultant have all been completed on all but one of the projects mentioned above. Construction on the CSSA Transmission Upgrade project is ongoing and is forecasted to be completed by November 14, 2014.</p>			
Result of Inaction:	<p>A delay in amending this agreement will prohibit the consultant from supporting the construction management on the CSSA Transmission Upgrade project and providing critical services, not available within the SFPUC, including specialized inspection and environmental monitoring and compliance. The lack of such support will impede the successful completion of the CSSA Transmission Upgrade project, which in turn may impact the schedule of several other WSIP projects resulting in possible vulnerabilities to the system's operation.</p>		
Budget & Costs:	<p>Original Amount: \$22,000,000 Amendment No. 1 Amount: \$4,000,000 Amendment No. 2 Amount: \$1,500,000 Total Amount: \$27,500,000 Funding for the proposed Amendment No. 2 is available from WSIP regional projects within the program's Peninsula Region.</p>		

Contract: CS-916, Peninsula Construction Management Services
Commission Meeting Date: December 10, 2013

Schedule:	Original Duration: 4 years, 7 months Amendment No. 1: No change Amendment No. 2: 6 months Total Duration: 5 years, 1 month
Compliance With Chapter 14B: Local Business Enterprise And Non-Discrimination In Contracting Ordinance:	The Contract Monitoring Division (CMD) established a Local Business Enterprise participation goal of 17.9% and that goal will remain unchanged.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.
Attachments:	1. SFPUC Resolution

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, On August 11, 2009, pursuant to Resolution No. 09-0142, this Commission awarded Agreement No. CS-916, Peninsula Construction Management Services, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement, in the amount of \$22,000,000, and with a term of four (4) years, seven (7) months, concluding on June 29, 2014 with HDR Engineering, Inc.; and

WHEREAS, On October 20, 2009 pursuant to Resolution No. 405-09, approval for Agreement No. CS-916 was obtained from the San Francisco Board of Supervisors; and

WHEREAS, Amendment No. 1 was approved on November 9, 2010 per Resolution No. 10-0198 for \$4,000,000 for additional Construction Management Services associated with Bioregional Habitat Restoration sites in the Water System Improvement (WSIP) Peninsula Region; increasing the total not-to-exceed agreement amount to \$26,000,000, with no change to the Agreement duration; and

WHEREAS, On December 14, 2010 pursuant to Resolution No. 598-10, approval for Amendment No. 1 to Agreement No. CS-916 was obtained from the San Francisco Board of Supervisors; and

WHEREAS, The construction phase of the Crystal Springs/San Andreas (CSSA) Transmission Upgrade project is forecasted to extend to November 14, 2014; and

WHEREAS, Amendment No. 2 is being requested to increase the Agreement not-to-exceed amount by \$1,500,000 to provide continued construction management services during and through the construction phase of the CSSA Transmission Upgrade project, increasing the total not-to-exceed Agreement amount to \$27,500,000 and extending the Agreement duration by six months, for a total Agreement of five years, 1 month; and

WHEREAS, The Contract Monitoring Division (CMD) established a Local Business Enterprise (LBE) participation goal of 17.9% and that goal will remain unchanged; and

WHEREAS, Funds for this Agreement and Modification are available from WSIP regional projects within the program's Peninsula Region, now therefore be it,

RESOLVED, That this Commission hereby approves Water Enterprise, Water System Improvement Program (WSIP)-funded Amendment No. 2 to Agreement No. CS-916, Peninsula Construction Management Services with HDR Engineering, Inc. for continued construction management services associated with the CSSA Transmission Upgrade project; and authorizes the General Manager of the San Francisco Public Utilities Commission to execute this Amendment, increasing the Agreement not-to-exceed amount by \$1,500,000 for a total Agreement not-to-exceed amount of \$27,500,000, and extending the Agreement duration six months for a total Agreement duration of 5 years, 1 month; subject to Board of Supervisor approval under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 10, 2013.

Secretary, Public Utilities Commission



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

GENERAL SERVICES AGENCY CONTRACT MONITORING DIVISION



Maria Cordero, Director

MEMORANDUM

Date: November 27, 2013

To: Husam Masri, Sr. Project Manager, SFPUC

From: Bayard Fong, Contract Compliance Officer, CMD

Subject: Modification of CS-916
Construction Management Services for Peninsula Region, HDR Engineering Inc.

The San Francisco Public Utilities Commission ("SFPUC") awarded the above mentioned contract to HDR Engineering to provide Construction Management Services (CM) for the Peninsula Region. The contract was for \$22,000,000. It was issued on December 1, 2009. The LBE sub-consulting goal for the project is 9%. The HDR proposal included a commitment to meet 17.9%. HDR and the SFPUC amended the contract with Modification 1, which added \$4 million which increased the contract to \$26,000,000 in Nov. 9, 2010. The contract was extended to expire on July 1, 2014.

The LBE participation goal reflected on HDR's Proposal, Form 2A is stated as follows:

Firm	Service	LBE Status	LBE %
AGS, Inc.	Admin/Doc Control, Geotechnical and Structural Engineering	SF LBE-MBE	1.7%
APEX Testing Laboratories	QA Inspection – Materials Testing	SF LBE-MBE	1.7%
Coast Range Ecology	Specialty Environmental Monitoring	SF LBE-OBE	4.1%
Darnell Shaw Environmental	Specialty Environmental Monitoring	SF LBE-MBE	0.3%
Environmental & Constructional Solutions, Inc.	Construction Scheduling/Cost Specialists	SF LBE-WBE	3.6%
Ground Floor Public Affairs	Public Relations Specialist	SF LBE-OBE	0.3%
Holman & Associates	Specialty Environmental Monitoring	SF LBE-OBE	2.1%
Joe Hill Consulting Engineers	Document Control	SF LBE-OBE	As-Needed
Marjorie Dobkin, Ph.D., Inc.	Specialty Environmental Monitoring	SF LBE-WBE	0.0%
Meridian Surveying Engineering, Inc.	QA Inspection – Survey Control	SF LBE-OBE	1.3%
Thier PR	Public Relations Specialist	SF LBE-WBE	2.8%
		Total:	17.9%

HDR and the SFPUC are requesting approval from CMD to modify the above referenced contract by adding \$1.5 million to the contract by increasing the total contract to \$27.5 million, which also would extend the contract to Dec. 31, 2014.

HDR reports that as of October 31, 2013, the actual labor to date totals \$24,595,799. The participation level of LBE's is \$7,812,919 or 31.76%. With the modification of \$1.5 Million, HDR projects for the total contract work of \$27,500,000 it will achieve exceed the LBE participation goal with a \$8,883,446 or 32.31% at the completion on of contract. (see chart below)

LBE consultant	Service	Participa- tion to date percent	Participa- tion to date dollars	Projected % with Mod. include	Projected \$ with Mod. include
AGS, Inc.	Adm,geotech/struc	1.37%	\$336,307	1.22%	\$336,307
Apex Testing	Surveyor	1.10%	\$271,346	0.99%	\$271,346
Coast Range Ecology	QA Inspectors	7.38%	\$1,816,315	6.76%	\$1,858,472
Darnell Shaw Env	Cost Estimating	0.05%	\$12,080	0.04%	\$12,080
Environ. & Constr Solutions, Inc.	CMIS/CM Proced.	8.33%	\$2,048,228	9.07%	\$2,494,702
Ground Floor Public Affairs	Public Relations	Voluntarily withdrew	na	na	na
Holman & Asso.	Sp. Env Mon./Ach	0.31%	\$77,052	0.28%	\$77,052
Joe Hill Consult.	Doc. Control	0.43%	\$105,069	0.38%	\$105,069
Marjorie Dobkin,	Sp. Env. Mon	0.02%	\$6,005	0.02%	\$6,005
Meridian Survey	QA Inspection	Not Needed	na	na	na
Their PR	Public Relations	2.24%	\$551,962	2.05%	\$564,058
<i>Added after award of contract</i>					
Biomass	Environmental	8.85%	\$2,175,596	9.99%	\$2,747,397
DCMS	QC	0.03%	\$6,300	0.02%	\$6,300
MCK	Admin Doc./ PM	1.65%	\$406,659	1.48%	\$406,659
Total		31.76	\$7,812,919	32.3%	\$8,885,447

Based on the information provided above, CMD approves this modification with the condition that HDR will achieve or exceed its overall 17.9% LBE participation level. In addition, HDR shall utilizing "all good faith efforts to use the listed LBE's to the maximum extent possible and to exceed the goal with the new contract dollars. This commitment applies to the entire contract including all modifications, change orders, and amendments.

If you have any questions please feel free to contact me at 415-554-3103 or bfong@sfgwater.org.

Cc: Ron Perkins, HDR
Nicole Truax, CMD
Veronica Ng, SFPUC



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

TO: Angela Calvillo, Clerk of the Board

FROM: Erin Hagan, Policy and Government Affairs Manager

DATE: December 23, 2013

SUBJECT: Approving a Construction Management Services Contract
Extension for an Agreement between SFPUC and HDR
Engineering, Inc.

Attached please find an original and two copies of a proposed resolution extending an agreement between the San Francisco Public Utilities Commission and HDR Engineering, Inc. through December 29, 2014, and increasing the estimated cumulative contract amount to \$27,500,000 for additional construction management services, pursuant to Charter, Section 9.118(b).

The following is a list of accompanying documents (3 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution 13-0179 approving the contract extension
3. SFPUC Resolution 09-0142
4. SFPUC Resolution 10-0198
5. Board of Supervisors Resolution 405-09
6. Board of Supervisors Resolution 598-10
7. Form SFEC-126 – HDR Engineering, Inc.

Please contact Erin Hagan at 554-0706 if you need any additional information on these items.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 DEC 23 AM 10:54

Edwin M. Lee
Mayor

Vince Courtney
President

Ann Moller Caen
Vice President

Francesca Vietor
Commissioner

Anson Moran
Commissioner

Art Torres
Commissioner

Harlan L. Kelly, Jr.
General Manager



Wong, Linda (BOS)

From: Hagan, Erin [EHagan@sfgwater.org]
Sent: Thursday, January 16, 2014 10:36 AM
To: Wong, Linda (BOS)
Cc: Young, Victor; Kowalczyk, Forrest (Ben)
Subject: RE: Request for documents - BOS File No. 131236 - HDR Engineering, Inc. - Construction Mgmt Services
Attachments: CS-916 HDR Agreement.pdf; 101208 HRP Amend BOS Budget& Finance.pdf; Amendment # 2.pdf

Hi Linda,

Attached are the documents you have requested. In a previous email I confirmed that your correction to the actual language is appropriate (thanks for catching that typo!), and just want to reaffirm that statement now. Please let me know if there is anything else you need for the packet. Are you aware if this legislation will be scheduled for next week's budget and finance committee (1/22)?

Thanks,
Erin

Erin Hagan
Policy and Government Affairs Manager
San Francisco Public Utilities Commission
Office: 415-554-0706
Cell: 415-535-3542

From: Wong, Linda (BOS) [mailto:linda.wong@sfgov.org]
Sent: Tuesday, January 14, 2014 12:43 PM
To: Hagan, Erin
Cc: Young, Victor
Subject: Request for documents - BOS File No. 131236 - HDR Engineering, Inc. - Construction Mgmt Services

Hi Erin,

Please provide the following documents for the above mentioned file.

1. Agreement CS-916
2. Amendment Nos. 1 and 2

Also, we believe there is an typo on page 2, line 22. It states:

"FURTHER RESOLVED, That within thirty (30) days of the contract option to extend the term by **two years** being fully executed by all parties, the General Manager of the San Francisco Public Utilities Commission shall provide the final contract modification to the Clerk of the Board for inclusion in the official file."

We will change the legislation to reflect that the extension is for six months rather than two years.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Linda Wong
Board of Supervisors/ SF LAFCo
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102-4689
Phone: 415.554.7719 | Fax: (415) 554-5163
Linda.Wong@sfgov.org | www.sfbos.org

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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

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

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: HDR Engineering, Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
1. Board of Directors: George A. Little, Eric L. Keen, Richard J. Vensas 2. CEO: George A. Little; CFO: Terrance C. Cox; There is no COO 3. HDR, Inc. owns 100% of HDR Engineering, Inc. 4. (See attached Form 2A) 5. HDR, Inc. PAC	
Contractor address: 560 Mission Street, Suite 900, San Francisco, CA 94105	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ \$27,500,000
Describe the nature of the contract that was approved: Construction Management services for the SFPUC Water System Improvement Program's Peninsula Regional Projects.	
Comments:	

This contract was approved by (check applicable):

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

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

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

Print Name of Board

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

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

Date Signed

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

Date Signed