



London Breed
Mayor

Carol Isen
Human Resources Director

Date: July 2, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Cynthia Avakian, AIR
Joan Lubamersky, ADM
Alexander Burns, DPW
Johanna Gendelman, HSA
Genie Wong, POL
Shawndrea Hale/ Daniel Kwon, PUC
Jacquie Hale, DPH
Amy Nuque, MTA
Elaine Walters, FIR

Subject: **Personal Services Contracts Approval Request**

This report contains twenty-two (22) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 21/22 to date:

Total of this Report	YTD Expedited Approvals FY2021-2022	Total for FY2021-2022
\$338,350,394	\$53,654,467	\$392,004,861

Cynthia Avakian
Airport Commission
Contracts Administration Unit
P.O. Box 8097
San Francisco, CA 94128
(650) 821-2014

Elaine Walters
Fire
698 2nd St.,
San Francisco, CA 94107
(415) 558-3418

Joan Lubamersky / Elaine Walters
City Administration
1 Dr. Carlton B. Goodlett Pl., Rm. 362
San Francisco, CA 94102
JL: (415) 554-4859
EW: (415) 558-3418

Alexander Burns
Public Works
49 South Van Ness Ave., Ste. 1600
San Francisco, CA 94103
(415) 554-6411

Johanna Gendelman
Human Services
1650 Mission Street, Suite 500
San Francisco, CA 94103
(415) 557-5507

Genie Wong
Police
1245 3rd St., 6th Floor
San Francisco, CA 94158
(415) 837-7208

Shawndrea Hale / Daniel Kwon
Public Utilities Commission
525 Golden Gate Ave., 8th Floor
San Francisco, CA 94102
SH: (415) 551-4540
DK: (415) 934-5722

Jacquie Hale
Public Health
101 Grove St., Rm. 307
San Francisco, CA 94102
(415) 554-2609

Amy Nuque
Municipal Transportation Agency
1 South Van Ness Ave., 6th Floor
San Francisco, CA 94103
(415) 646-2802

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POSTING FOR

July 19, 2021

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41252 - 20/21	AIRPORT COMMISSION	\$1,500,000.00	San Francisco International Airport ("Airport") has an ongoing need for hardware, software support and maintenance which must be provided by a Lenel OnGuard Access Control System ("ACS") trained and certified supplier. The Lenel ACS provides measures for controlling access to the secured areas of the Airport through card readers, door locks and sensors. Due to the complexities of the system and consequence of error, the manufacturer does not grant this certification to its end users, but rather certifies third parties as Lenel certified suppliers to perform the work.	October 1, 2021	September 30, 2026	REGULAR
43931 - 20/21	AIRPORT COMMISSION	\$300,000.00	Contractor will provide manufacturer authorized diagnostics and specialty repair services on as-needed basis on City-owned airfield specialty rescue fire apparatus, airfield service vehicles and specialized equipment. The Contractor will provide original equipment manufacturer (OEM) parts and manufacturer authorized technicians to provide required services for specialty brand machinery repairs.	July 1, 2021	June 30, 2025	REGULAR
44952 - 20/21	GENERAL SERVICES AGENCY - CITY ADMIN	\$1,500,000.00	The Office of the Chief Medical Examiner (OCME) seeks to contract with two California Licensed Funeral Establishments to retrieve, transport, cremate, and store of ashes at their facility. This will address the capacity strain at OCME and at hospitals as well as alleviate OCME staff time in facilitating indigent cases including removal,	September 1, 2021	August 31, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			transportation, cremation, and storage. In addition, well over half of the PSR Amount would create a new "As Needed" capacity to respond to moderate to large Mass Fatality incidents of unpredictable size and duration. Currently the Medical Examiner lacks this ability to quickly add removal, transportation labor.			
46091 - 20/21	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$322,500.00	SF Public Works is in the process to develop a new design for the City's public trashcans – three concept designs have been developed by a previous designer. The consultant to be hired for the next phase of the project will provide technical design and fabrication details based on the three approved concept designs. This consultant will also be responsible to produce the physical prototypes of the trashcans and totes (final deliverables include a total of 15 life size and functional trashcan prototypes and 10 tote prototypes). The prototypes will be tested and evaluated based on their functionality and performance. The consultant will refine the design based on the prototype's performance – where weak features will be enhanced and strong features can be retained or further improved. At the conclusion of the project, the consultant will provide a set of drawings and specifications at a level of detail sufficient for Public Works to procure the trashcans and totes in large quantities via a competitive solicitation.	May 17, 2021	May 16, 2023	REGULAR
48865 - 20/21	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$24,000,000.00	Consultants will perform specialized, critical, and urgent project control and construction management services that include project management, construction management, constructability review, cost estimating, scheduling, claim analysis, partnering, and other related services for various projects managed by Public Works on an as-needed basis. Public Works intends to issue two Request for Qualifications (RFQ): one RFQ under the Regular LBE Program seeking to award up to six (6) contracts for \$3M each and one RFQ through the Micro-	June 1, 2021	May 31, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			LBE Set Aside Program awarding up 4 contracts to \$1.5M each contract.			
44741 - 20/21	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$110,000.00	<p>The Consultant shall provide consulting and training services for process improvement and change management strategies to San Francisco Public Works staff on the Lean Six Sigma methodologies, techniques, and tools, in alignment with the Malcom Baldrige Excellence Framework.</p> <p>Services may include but are not limited to: development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodologies and the Baldrige Excellence Framework; providing support, training and mentoring to front line staff, supervisors and managers as they go through various levels of Lean Six Sigma training (white belt, yellow belt, green belt and/or black belt) and change management training; and providing support for leadership and senior management on organizational excellence and process improvement programs following the Baldrige Framework.</p>	July 1, 2021	June 30, 2027	REGULAR
43546 - 20/21	HUMAN SERVICES	\$520,000.00	<p>The Contractor shall provide the following parallel services during the term of this contract: A) SafeMeasures; B) Structured Decision Making; C) Ad Hoc Analytics; and D) On-Site training and coaching to FCS staff, supervisors and managers.</p> <p>A. SafeMeasures: The California Department of Social Services provides the Contractor with bi-weekly extracts from the statewide child welfare database. The Contractor conducts an analysis to display the data in tables that are related to the Division 31 Requirements that regulate child welfare operations. The Contractor organizes the data into a user-friendly, point-and-click format that allows managers, supervisors, and child welfare workers to view data by program, by office site,</p>	July 1, 2021	June 30, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>by unit, and by individual. The Contractor is one of two entities who has access to the state's database. SafeMeasures is a tool that supports measurement of both processes and outcomes.</p> <p>B. Structured Decision-Making: The FCS program utilizes an actuarial-based safety assessment tool, Structured Decision-Making (SDM) to improve its understanding of child risk and to improve case decision-making. The Contractor manages the data generated by these assessments and produces an annual management report, which compiles information from child welfare assessments. SDM is a logic tool based on probabilities, statistics, and research on outcomes.</p> <p>C. Ad Hoc Analytics: Using data extracts from SafeMeasures and the Structured Decision-Making tools, the Contractor will provide, on a monthly basis or as requested, ongoing reports related to various outcome measures as identified in the Family and Children Services (FCS) System Improvement Plan, including disproportionality, differential response, standardized assessments, and permanency. The Contractor will also provide comprehensive quarterly reports that include information related to foster care placement patterns, with particular focus on racial disproportion, distance of placement from home, adolescents in placement and length of time in care, children in institutional care, and placement moves.</p> <p>D. On-Site training and coaching to FCS staff, supervisors and managers: The Contractor will provide Safety Organized Practice (SOP) to Domestic Violence (DV) training and coaching for Protective Services Workers, coaches and Protective Service Supervisors. The Contractor will also provide management training for leadership development and implementation of the tools. The training will be conducted in connection with the SDM tool, to teach staff how to apply the material in</p>			

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			the evidence-based decision making tool regarding domestic violence and moving it through SOP.			
43940 - 20/21	POLICE	\$2,200,000.00	Software as a Service (SaaS) Subscription-based business model and service delivery: Initial set-up and configuration of the system is included in the subscription costs. The contractor will provide a comprehensive proprietary Software as a Service package with multiple modules to help the San Francisco Police Department (SFPD) improve its early intervention system, internal affairs tracking, SB1421 compliance, other risk management coordination, and community engagement. Pricing for SaaS solutions, generally, is fixed over the term of the agreement such that the provider is likely to have higher costs than are covered in the subscription pricing during the installation phase. The installation phase includes set up, configuration, interface/integration development (although there is a line-item for this cost in the Benchmark quote), and training. The low maintenance, combined with mostly flat subscription fees in subsequent years of the contract, compensates for the initial loss.	August 1, 2021	July 31, 2026	REGULAR
40300 - 20/21	PUBLIC UTILITIES COMMISSION	\$500,000.00	The Power Enterprise seeks consultant services for a short-term study to recommend strategic capital investments over the next 5-10 years assuming the City's successful acquisition of PG&E's distribution assets in San Francisco. Consultants will determine, given the goals and criteria identified by the Power Enterprise in its 2021 business planning efforts, how best to target and prioritize strategic investments in distribution services in the interim period before PG&E distribution assets are acquired and before revenues from such assets are available to Power.	October 1, 2021	October 1, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			The consultants will work with the Power Enterprise to identify and study various distribution infrastructure development investment scenarios for Hetch Hetchy Power; make recommendations on the magnitude, order, type, and timing of development; and analyze business impacts from infrastructure development options. At the end of the engagement, consultants will deliver a detailed report and accompanying presentation that identifies service options, documents business impacts, and provides specific recommendation for the Power Enterprise to set the stage for Power's distribution investment planning and prioritization over the next several years.			
40577 - 20/21	PUBLIC UTILITIES COMMISSION	\$120,000.00	<p>The City and County of San Francisco, San Francisco Public Utilities Commission (SFPUC) seeks to retain the services of qualified consultants that have expertise in community outreach and communications to underserved residents in San Francisco City and County to assist CleanPowerSF with engaging our hard to reach customers and other community members.</p> <p>This solicitation would help fund communications and community outreach to a winners' members, clients, and other targeted underserved audiences who are also CleanPowerSF's residential customers. CleanPowerSF expects that winners of this solicitation would include CleanPowerSF's key messages into their existing outreach, communications, services, and programs.</p>	January 1, 2022	January 1, 2025	REGULAR
44711 - 20/21	PUBLIC UTILITIES COMMISSION	\$450,000.00	The purpose of this agreement is to allow SFPUC to join The Bay Area Regional Heat Pump Water Heater Contractor Incentive Program, which is a cooperative program implemented by public agencies across the Bay Area that provides workforce development through contractor training and incentives for installation of energy-efficient heat pump water heaters (HPWH). The	August 1, 2021	March 31, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>program is administered by The Energy Council, a Joint Powers Agency based in Alameda County. The program is currently available in the counties of Alameda, Contra Costa, Marin, Napa, and Solano and the cities of Santa Clara and Tracy.</p> <p>The Energy Council is implementing the program in conjunction with Energy Solutions, a consultant they have contracted with directly. The scope of work with Energy Solutions includes the following: administrative services, including handling incentive applications and processing; program management services, including invoicing and reporting, contractor training and engagement, including developing training content, delivering training to contractors, and encouraging contractors to register in the program's web portal.</p> <p>The Energy Council will be responsible for convening meetings with participating agencies to discuss the program, provide updates, and solicit feedback. The Energy Council will inform participating agencies of new policies and programs in the region or state that impact HPWH sales and will provide trainings on codes for HPWHs to building department staff. Lastly, the Energy Council will hold all funds contributed by participating agencies in an account insured by the Federal Deposit Insurance Corporation.</p>			
45071 - 20/21	PUBLIC UTILITIES COMMISSION	\$160,000,000.00	<p>PSC 49783-19/20 was approved by the Civil Service Commission on June 15, 2020 for the scope of work in this request. PSC 49783-19/20 expires on June 15, 2021, before execution of the SFPUC Contract DB-132. This request will allow the SFPUC to complete execution of Contract DB-132.</p> <p>The San Francisco Public Utilities Commission (SFPUC) intends to award a \$160 million (\$5 million design and \$155 million construction) Design Build (DB) agreement to support SFPUC civil, structural, electrical, process,</p>	June 15, 2021	June 14, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>mechanical engineering staff, and for other specialized engineering services, such as grit removal, membrane bioreactor (MBR), wetland, solids handling, disinfection, and odor control, needed to assist in the execution and delivery of SFPUC's new Treasure Island (TI) Wastewater Treatment Plant (WWTP) and Recycled Water Facility (RWF).</p> <p>The \$5,000,000 design portion of the DB procurement will complete the detailed design utilizing the bridging documents (~10 to 15% level) provided in the RFP. The duration of the design portion is approximately 6 to 12 months.</p>			
47816 - 20/21	PUBLIC UTILITIES COMMISSION	\$7,500,000.00	<p>The selected as-needed pool of firms will provide specialized, as needed, technical communications responsibilities to augment existing staff during times of peak work loads to support the communication needs of the San Francisco Public Utilities Commission. The SFPUC has developed 14 separate pools of qualified communications/public relations/marketing communications/marketing consulting firms. These services/pools include: Communications Strategy Development to Engage Internal and/or External Stakeholders Research Community Outreach and Engagement Educational Program and Curriculum Development Marketing and Public Awareness/Advertising/Social and Digital Media Internal Communications Translation/Language Access/Interpretive Services Crisis and Emergency Communications Photography/Video/Recording Services Graphic Design Services Printing Services Mailing Services Writing and Copyediting</p>	June 1, 2021	May 31, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Meeting administration/facilitation Event planning and/or implementation Training			
48044 - 20/21	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	Participation in an independent technical advisory panel (TAP) to provide independent expertise in areas including dam design/engineering, dam construction and constructability, tunnel design/engineering, tunnel construction and constructability, geotechnical engineering, seismic engineering, seismology/geology, fluid mechanics/hydraulics, hydraulics/hydrology, structural engineering and water/wastewater treatment processes. TAPs are groups of three to five eminent experts specializing in different engineering disciplines, who are brought together on a semi-regular basis to provide a "high level" assessment of the progress and content of the planning, design and construction of particular elements of individual projects. The TAPs are convened to examine the planning, design and construction at particular milestones to offer advice and comment based on the worldwide or industry-wide experience of the members.	May 10, 2021	May 10, 2029	REGULAR
48065 - 20/21	PUBLIC UTILITIES COMMISSION	\$7,500,000.00	PSC 45315-19/20 was approved by the Civil Service Commission on June 15, 2020 for the scope of work in this request. PSC 45315-19/20 expires on June 15, 2021, before execution of the SFPUC Contract PRO.0123. This request will allow the SFPUC to complete execution of Contract PRO.0123. The SFPUC's Wastewater Enterprise Capital Improvement Program (CIP) includes nine Green Infrastructure projects. The Green Infrastructure Projects will require short-term and intermittent engineering effort. All projects will require project engineering design and construction services, including	June 15, 2021	December 14, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural design. One of the projects, the Yosemite Creek Daylighting Project, consists of daylighting approximately 1,700 feet of Yosemite Creek through McLaren Park. The creek channel design requires geomorphology expertise. In addition, the engineering expertise in the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system is required.</p> <p>For the San Francisco Unified School District (SFUSD) Green Infrastructure Projects, the consultant team will provide professional engineering design services for SFPUC Green Infrastructure Projects on SFUSD properties. Projects include Balboa High School Regional Run-off Reduction Project, A.P Giannini Middle School Green Infrastructure, and others to be identified. The scope of work will include professional engineering services to support project design and construction, including civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural services. These engineering services will require expertise on the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system, as well as experience securing regulatory approvals for California public schools.</p>			
47383 - 20/21	PUBLIC HEALTH	\$1,200,000.00	The Department of Public Health-Behavioral Health Services Psychological Assessment Services (PAS) program is a civil service team of psychologists under the BHS Children, Youth & Families System of Care that provide mandated psychological assessments to child welfare (Human Services Agency) and juvenile probation referrals, as well as specialty mental health	June 1, 2021	December 31, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>referrals. The referred individuals are either court-ordered to complete an assessment (adults and some adolescents; some covered by Medi-Cal) or are referred for an assessment by their treatment/support team (children, some adolescents and non-minor dependents; most covered by Medi-Cal). The PAS team requires very specific testing materials and tools that can only be purchased through certain vendors, i.e. the assessment tools are proprietary by vendor, and in most cases the vendor is the sole source offering the particular assessment tool. Sometimes, depending on the referral source/purpose, there may be required or prohibited assessment tools.</p> <p>While the PAS team currently primarily utilizes paper assessment forms, and hand scores the results or uploads the results to scoring software siting on PAS staff computers, current technology now allows for the following:</p> <ol style="list-style-type: none"> 1. On-line assessment to be delivered either in person, or through a Tele-Health appointment between the testing psychologist and the client. The PAS psychologist administers the items (or shares the screen for the client to respond to the items), and then enters the information into the on-line platform 2. On-Line Assessment Reporting/Scoring: If the vendor provides an on-line platform for scoring its assessments, it will use its own proprietary software to create a score from the responses submitted. This score(s) is made available in a downloadable format (e.g., PDF) for the PAS psychologist. <p>The purpose of this request is to allow the Department to enter into contracts with multiple vendors, based on the necessary proprietary assessment tool developed by each vendor, and to have access to the proprietary on-line assessment platform for delivering the assessment, and the on-line assessment reporting and scoring</p>			

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			offered by these vendors, for each assessment delivered by the PAS civil service psychologists.			
49742 - 20/21	MUNICIPAL TRANSPORTATION AGENCY	\$70,557,894.00	<ul style="list-style-type: none"> •Procurement of 2,365 solar-powered multi-space pay stations hardware (2,200 for San Francisco Municipal Transportation Agency (SFMTA) and 165 for San Francisco Port) with the fifth-generation (5G) -ready modem technology, and the option to use rechargeable batteries that are expected to last three years between warehouse recharging. •Procurement of 12,100 solar-powered single-space meters hardware with 5G-ready modem technology and a rechargeable battery that is expected to last three years between warehouse recharging. •Five-year warranty for meter hardware, with the option to extend the warranty for five additional years. •Access to the meter management system, payment processing, maintenance notifications, communication of meter data to SFMTA databases, integration with pay-by-phone technology, and general product support. •Procurement of spare parts (e.g. vandalism, batteries, and parts replaced due to wear and tear). •All installation and ongoing maintenance of meter equipment is provided by the SFMTA's Meter Shop, which included classification numbers 	August 1, 2021	July 31, 2031	REGULAR

TOTAL AMOUNT \$280,280,394

POSTING FOR

July 19, 2021

Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
49582 - 19/20 - MODIFICATIONS	July 19, 2021	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$875,000	\$2,000,000	Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.	03/30/2021	03/31/2025	REGULAR
43317 - 17/18 - MODIFICATIONS	July 19, 2021	FIRE DEPARTMENT -- FIR	\$902,000	\$1,000,000	Provide mobile hearing screening tests for all firefighters to determine if they meet NFPA	06/01/2021	12/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					(National Fire Protection Association) Standard 1582 Section 6.5.1. to be able to perform effectively as firefighters and mobile Tuberculosis (TB) screening (using Quantiferon gold TB blood test or equivalent) to ensure members have not been exposed to TB.			
2000 07/08 - MODIFICATIONS	July 19, 2021	PUBLIC HEALTH -- DPH	\$30,000,000	\$54,500,000	Contractor(s) will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. Areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, and specialized health related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and	07/01/2021	continuing	CONTINUED

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.			
49279 - 17/18 - MODIFICATIONS	July 19, 2021	PUBLIC HEALTH -- DPH	\$26,092,000	\$53,642,000	The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health	07/01/2024	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.</p> <p>Scope Change: Modification #1 will add the Wellness In The Streets (WITS) program, funded by State Mental Health Services Act funds, which was recently solicited under a Requests For Proposals. WITS will create peer-based mental health teams who will work directly on the streets to increase unhoused individuals' successful recovery. It will target adults and older adult residents who are homeless and do not typically access behavioral health services. despite experiencing behavioral health needs.</p>			
38742 - 18/19 - MODIFICATIONS	July 19, 2021	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$201,000	\$300,000	SFMTA is seeking qualified non-profit organizations with the capacity, experience, and creativity to activate and manage the use of	01/01/2022	12/31/2026	ADMINISTRATIVE APPROVAL

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					and to foster the enjoyment of Chinatown Station Plaza. Chinatown Station Plaza will be an open space located on the roof of the Central Subway station located at Stockton and Washington Streets in San Francisco (currently under construction).			
TOTAL AMOUNT					\$58,070,000			

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Lenel OnGuard Access Control System - Maintenance and Integration Services

Funding Source: Airport Operating Funds

PSC Amount: \$1,500,000

PSC Est. Start Date: 10/01/2021

PSC Est. End Date 09/30/2026

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

San Francisco International Airport ("Airport") has an ongoing need for hardware, software support and maintenance which must be provided by a Lenel OnGuard Access Control System ("ACS") trained and certified supplier. The Lenel ACS provides measures for controlling access to the secured areas of the Airport through card readers, door locks and sensors. Due to the complexities of the system and consequence of error, the manufacturer does not grant this certification to its end users, but rather certifies third parties as Lenel certified suppliers to perform the work.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary to keep both the software and hardware components of the Airport's Lenel ACS fully functional and integrated across terminals. If manufacturer certified maintenance and support services are not maintained, the availability of the system would be compromised which could jeopardize the security of the Airport and traveling public.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services have been provided in the past through PSC #4002-13/14.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The term is to align with the resulting contract.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The manufacturer requires certified technicians to work on this system and does not provide training and certification to end users of the product.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Support, maintenance, integration and certification is not available to end users of the product. Specific skills include the ability to support a variety of physical security hardware, as well as the ability to support interfaces to camera systems and other security systems at the Airport. The certified technician must also know all aspects of the control software, from hardware configuration, monitoring, user and access-class configuration, data back-ups to reporting.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 0923, Manager II; 0931, Manager III;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None at this time.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Civil service classes can not perform the work since the manufacturer requires certified technicians to work on this system and does not provide training and certification to end users of the product.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. No training will be provided.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 05/05/2021, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Municipal Executive Association; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: P.O. Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41252 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: Cynthia Avakian (AIR); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; oashworth@ibew6.org; khughes@ibew6.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 41252 - 20/21

Date: Wednesday, May 5, 2021 10:08:37 AM

RECEIPT for Union Notification for PSC 41252 - 20/21 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41252 - 20/21 for \$1,500,000 for Initial Request services for the period 10/01/2021 – 09/30/2026. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhdrupal%2Fnode%2F16339&data=04%7C01%7Ccynthia.avakian%40flysfso.com%7C7dacb48a508a47f11a8a08d90fe844cc%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637558313171306683%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C2000&data=JlWswvgFpdVvdohxvJ2tclXaw%2FwsgIxYgPka1zz66YQ%3D&reserveid=0>

For union notification, please see

the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4002-13/14)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Lenel OnGuard Access Control System - Maintenance and Integration ServicesFunding Source: Airport Operating FundsPSC Original Approved Amount: \$1,500,000PSC Original Approved Duration: 09/01/13 - 12/31/18 (5 years 17 weeks)PSC Mod#1 Amount: \$2,250,000PSC Mod#1 Duration: 09/20/16-12/31/20 (2 years 1 day)PSC Mod#2 Amount: \$1,750,000PSC Mod#2 Duration: 12/31/20-12/31/22 (2 years)PSC Cumulative Amount Proposed: \$5,500,000PSC Cumulative Duration Proposed: 9 years 17 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Airport has an ongoing need for hardware and software support which must be provided by a Lenel OnGuard trained and certified vendor. The Lenel OnGuard Access Control System provides measures for controlling access to the secured areas of the Airport, as required by Transportation Security Regulation Part 1542 (<http://www.tsa.gov/stakeholders/subchapter-c-civil-aviation-security>) through card readers, door locks and sensors. Due to the complexities of the system and consequence of error, the manufacturer does not grant this certification to its end users, but rather certifies third parties as Lenel certified vendors to perform the work.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary to keep both the software and hardware components of the Airport's access control system fully functional and integrated across terminals. If manufacturer certified maintenance and support services are not maintained, the availability of the system would be compromised which could jeopardize the security of the Airport and traveling public.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, see Mod 1 approval for PSC #4002-13/14

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at SF

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Need to extend the contract to align with the contract.

2. Reason(s) for the Request

A. Display all that apply

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The manufacturer requires certified technicians to work on this system and does not provide training and certification to end users of the product.

B. Reason for the request for modification:

Need to extend time and add money

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Manufacturer provided training and certification that is not available to end users of the product. Specific skills include the ability to support a variety of physical security hardware, as well as the ability to support interfaces to camera systems and other Access Controls Systems like Intergraph, PSIM and Quantum Secure. The certified technician must also know all aspects of the control software, from hardware configuration, monitoring, user and access-class configuration, data back-ups to reporting.

B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 7287, Sprv Electronic Main Tech; 0923, Manager II;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The manufacturer does not grant the necessary certifications to end users of the product. Purchasing of the system software and hardware mandates use of manufacturer-approved and certified vendors.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as the manufacturer does not grant the necessary certifications to its end users.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No training is anticipated. As stated above, the manufacturer does not grant the necessary certifications to its end users

- C. Are there legal mandates requiring the use of contractual services?

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

G4S Secure Integration, LLC

- 7. Union Notification:** On 05/15/20, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Municipal Executive Association; Electrical Workers, Local 6;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: PO Box 8097, San Francisco, CA, 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4002-13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/05/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIRType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 4002-13/14)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Lenel OnGuard Access Control System - Maintenance and Integration ServicesFunding Source: Airport Operating FundsPSC Original Approved Amount: \$1,500,000PSC Original Approved Duration: 09/01/13 - 12/31/18 (5 years 17 wPSC Mod#1 Amount: \$2,250,000PSC Mod#1 Duration: 09/20/16-12/31/20 (2 years 1 day)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$3,750,000PSC Cumulative Duration Proposed: 7 years 17 weeks**1. Description of Work****A. Scope of Work:**

The Airport has an ongoing need for hardware and software support which must be provided by a Lenel OnGuard trained and certified vendor. The Lenel OnGuard Access Control System provides measures for controlling access to the secured areas of the Airport, as required by Transportation Security Regulation Part 1542 (<http://www.tsa.gov/stakeholders/subchapter-c-civil-aviation-security>) through card readers, door locks and sensors. Due to the complexities of the system and consequence of error, the manufacturer does not grant this certification to its end users, but rather certifies third parties as Lenel certified vendors to perform the work.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary to keep both the software and hardware components of the Airport's access control system fully functional and integrated across terminals. If manufacturer certified maintenance and support services are not maintained, the availability of the system would be compromised which could jeopardize the security of the Airport and traveling public.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, see original approval for PSC #4002-13/14

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at SF

2. Union Notification: On 08/18/16, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21; Municipal Executive Association; Electrical Workers, Local 6;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 4002-13/14

DHR Analysis/Recommendation:

09/19/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 09/19/2016

Page 09/19/2016

July 2013

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Manufacturer provided training and certification that is not available to end users of the product. Specific skills include the ability to support a variety of physical security hardware, as well as the ability to support interfaces to camera systems and other Access Controls Systems like Intergraph, PSIM and Quantum Secure. The certified technician must also know all aspects of the control software, from hardware configuration, monitoring, user and access-class configuration, data back-ups to reporting.

B. Which, if any, civil service class(es) normally perform(s) this work?

1054,0923,7287,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The manufacturer does not grant the necessary certifications to end users of the product. Purchasing of the system software and hardware mandates use of manufacturer-approved and certified vendors.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, as the manufacturer does not grant the necessary certifications to its end users.

5. Additional Information (if "yes", attach explanation)

YES NO

- | | | |
|---|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
No training will be involved as the manufacturer does not grant the necessary | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of
contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective
way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC
contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 08/18/16 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097 San Francisco, CA, 94128

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Diagnostics and Repair on Specialized Airfield Vehicles

Funding Source: Airport Operating Funds

PSC Amount: \$300,000

PSC Est. Start Date: 07/01/2021

PSC Est. End Date 06/30/2025

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Contractor will provide manufacturer authorized diagnostics and specialty repair services on as-needed basis on City-owned airfield specialty rescue fire apparatus, airfield service vehicles and specialized equipment. The Contractor will provide original equipment manufacturer (OEM) parts and manufacturer authorized technicians to provide required services for specialty brand machinery repairs.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to maintain the Airport owned specialty vehicles and equipment in working condition. The Airport owned vehicles and equipment have electronic controls and mechanical systems that require manufacturer authorized diagnostic tools and technicians from authorized service centers to be properly diagnosed and serviced in order to maintain warranties. Consequences of denial would mean that the equipment will be taken out of service for extended periods of time and negatively impact rescue efforts in case of emergencies and could cause the Airport to not meet requirements under FAA regulations.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services have been provided through purchase orders in the past.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for the services.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

The work is performed on an as-needed, intermittent or periodic basis, when the fleet specialty equipment may need diagnostics, servicing, and OEM parts replacements to preserve engine, transmission, and equipment warranties.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The required expertise includes specific manufacturers' authorization to perform diagnostics and repair services by experienced manufacturer-trained technicians with extensive and detailed knowledge, technical background and access to diagnostic/repair tools needed to properly repair equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 7249, Automotive Mechanic Sprv 1; 7313, Automotive Machinist; 7315, Auto Machinist Asst Sprv; 7381, Automotive Mechanic; 7410, Automotive Service Worker; 7383, Apprentice Automotive Mechanic 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor

will provide manufacturer authorized diagnostic tools and equipment needed to diagnose/repair airfield specialty rescue fire apparatus airfield service vehicles and equipment. Contractor may also provide transportation to their service facility for vehicles that are not road worthy.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None, as there are no available classes authorized by the manufacturers to work and perform services requested on these specialty vehicles.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

There are no available classes authorized by the manufacturers to work and perform services requested on this equipment.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work as there are small quantities of each vehicle or equipment in the City fleet and the work is on as-needed basis.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No, there will be no training provided through this PSC.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/04/2021, the Department notified the following employee organizations of this PSC/RFP request:
Automotive Machinists, Local 1414; TWU Local 250A

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: P.O. Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43931 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Ricardo Valle (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Tuesday, May 4, 2021 5:40 PM
To: Cynthia Avakian (AIR); Mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43931 - 20/21

RECEIPT for Union Notification for PSC 43931 - 20/21 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 43931 - 20/21 for \$300,000 for Initial Request services for the period 07/01/2021 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F16349&data=04%7C01%7Cricardo.e.valle%40flysfo.com%7C6cad3b3c3f5145cc241808d90f5fa0a6%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637557725957715526%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Iik1haWwiLCJXVCi6Mn0%3D%7C3000&sdata=5vdaT6hGj180udYZrBuhVrcgLxb7z2nrNaPW9DKxas4%3D&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: OCME Decedent Removal, Transportation, Cremation, and As Needed Service- ADM

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$1,500,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The Office of the Chief Medical Examiner (OCME) seeks to contract with two California Licensed Funeral Establishments

to retrieve, transport, cremate, and store of ashes at their facility. This will address the capacity strain at OCME and at hospitals as well as alleviate OCME staff time in facilitating indigent cases including removal, transportation, cremation, and storage. In addition, well over half of the PSR Amount would create a new "As Needed" capacity to respond to moderate to large Mass Fatality incidents of unpredictable size and duration. Currently the Medical Examiner lacks this ability to quickly add removal, transportation labor.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to provide safe, reliable transportation, and respectful cremation of deceased persons under the jurisdiction or potential jurisdiction of the Medical Examiner. The typical recipients of this service will be persons who were medically, or financially indigent at death and have no next of kin or interested parties to carry out final arrangements. In the past the City has used its 2577 staff to transport indigent decedents to a crematorium. However, in the past two years the Medical Examiner caseload has almost doubled while at work staffing has slightly decreased. The new Medical Examiner Morgue has about 170-180% of its pre-2019 census and is slowly increasing as indigent cases continue to increase in the morgue due to lack of transportation ability. In addition, the OCME has assessed its disaster response capability and determined it lacks the capability to quickly response to even small mass fatality events. Denial of this service has two consequences- operational and failure to prepare for disaster. Firstly, for operational reasons without new contractors to remove decedents in a timely manner, hospital and OCME mortuaries will eventually fill up to or near capacity. Based on January 2021 Covid experience, this will affect hospitals weeks or months before the Medical Examiner morgue is completely full. Secondly, failure to create an "As Needed" services places the City at unnecessary risk of delays or inability to respond to future incidents. Based on the San Francisco Emergency Operations Center (EOC) earthquake planning, the OCME is not prepared to quickly transport or cremate even small fraction of the approximately 1500 casualties expected in a major earthquake (EOC Earthquake Scenario #3). Its current sole cremation contract is with a supplier requiring crossing a bay bridge. This agreement would allow OCME to at least triple its capability. Denial would mean a minimum waiting period before State or Federal authorities could respond, assuming that the incident was only a City local event, not regional, State, or National. The "As Needed" portion of this contract would not displace new hires, nor incur costs if not used. Due to the current OCME emergency, OCME has sought an emergency short term contract to prevent running out of the capability to admit or release decedents due to lack of staffing until this PSR has been reviewed by the Civil Service Commission.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

No previously approved service by the Civil Service Commission.

D. Will the contract(s) be renewed?

The contracts may be renewed depending upon the contractor performance and the OCME assessment of future need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The immediately needed services for decedent transportation will be evaluated as part of OCME staffing level as compared to the current drug and secondary Covid-19 crisis. The "As-Needed" services represent a new contractual capability to respond to mass fatalities which OCME currently lacks. Finally the services which the City lacks specifically include cremation for which there is no facility and no trained staff as the City has no defined plans to begin that service.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractors must possess a California State funeral establishment license and a crematory or contractual ability to cremate remains within 50 miles of San Francisco County. The supervising staff must hold a current valid Funeral Director or current valid embalmer's license issued by the California State Board of Funeral Directors or Embalmers. The performing staff must remove and transport remains of the deceased under unpleasant conditions with possible exposure to toxic chemicals and other biohazards; interact courteously, and effectively with funeral home, health care personnel and OCME staff; perform strenuous physical activities including lifting and moving dead bodies; and operate a motor vehicle under a valid California license.

B. Which, if any, civil service class(es) normally perform(s) this work? 2577, Med Examiner's Investigator I;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor provides California State licensed human cremation facilities; San Francisco does not possess this facility and has not plans to construct, license, or operate a crematory.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Since the current Covid-19 emergency declared in the Spring of 2020 through January 2021, OCME requested mortuary workers from the ADM, DPH, and CCC units via multiple 213 requests. No candidates for this work were identified.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The Civil Service class 2577 is applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. There are at least three reasons why would not be practical to adopt a new civil service class for this proposed PSR: (1) San Francisco has no crematory to operate (2) The body removal and transportation duties are already outlined in the existing 2577 classification, and (3) a key component is the "As-Needed" aspect of flexing capability during a mass fatality incident.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. Contractor will provide suitable staff training to its own staff who will all be California licensed vehicle drivers. Contractor will not provide training to City employees.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and

include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 03/23/2021, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: Room 362, 1 Dr. Carlton B Goodlett Place San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44952 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Tuesday, March 23, 2021 10:11 AM
To: Lubamersky, Joan (ADM); Frigault, Noah (HRC); Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconciello, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Miyashiro, Rand (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44952 - 20/21

RECEIPT for Union Notification for PSC 44952 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44952 - 20/21 for \$1,500,000 for Initial Request services for the period 09/01/2021 – 08/31/2025. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16227> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Design & Commodity Procurement for City's Trash Can Replacement Project

Funding Source: SF Public Works General Fund

PSC Amount: \$322,500

PSC Est. Start Date: 05/17/2021

PSC Est. End Date 05/16/2023

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

SF Public Works is in the process to develop a new design for the City's public trashcans – three concept designs have been developed by a previous designer. The consultant to be hired for the next phase of the project will provide technical design and fabrication details based on the three approved concept designs. This consultant will also be responsible to produce the physical prototypes of the trashcans and toters (final deliverables include a total of 15 life size and functional trashcan prototypes and 10 toter prototypes). The prototypes will be tested and evaluated based on their functionality and performance. The consultant will refine the design based on the prototype's performance – where weak features will be enhanced and strong features can be retained or further improved. At the conclusion of the project, the consultant will provide a set of drawings and specifications at a level of detail sufficient for Public Works to procure the trashcans and toters in large quantities via a competitive solicitation.

B. Explain why this service is necessary and the consequence of denial:

Services are needed to assist Public Works to develop a new design for the City's trash cans (approximate total 3,500 units) that will address and solve many issues that the current trash cans present. This type of service is beyond the expertise of Public Works' in-house designers or in-house operations team – which is more focused in building and infrastructure design. The existing trash cans are easy to break into and vandalized and presents difficulty to maintain and clean, therefore they are in dire need

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Public Works has not provided this type of service in the past, this is a unique project that only happens every 20+ years.

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This service will only be utilized for the trash can replacement project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant will need to be able to develop engineering and fabrication details for a functional trashcan/toter that meets their design intent. The consultant will also need to possess the right tools and technology to fabricate fully functional prototypes that can be tested and evaluated, and refined if necessary.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5209, Industrial Engineer; 7376, Sheet Metal Worker; 7389, Metalsmith;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Current employees do not possess the experience and expertise to perform this highly specialized work. Public Works in-house operation team also do not possess the tools and experience to make the prototypes.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
This work is not typically performed by any civil service class. The consultant is required to produce life size functional prototypes, there are not current civil service classification that represents this job category.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This is a unique project and this type of specialize service is needed very infrequently.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The Selected consultant will be making the trashcan prototypes. There is no training necessary to City employees.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

- 7. Union Notification:** On 05/06/2021, the Department notified the following employee organizations of this PSC/RFP request:
Iron Workers, Local 377; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Sheet Metal Workers, Local 104

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46091 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Macaranas, Belle (DPW)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
Sent: Thursday, May 6, 2021 9:04 AM
To: Burns, Alexander (DPW); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46091 - 20/21

RECEIPT for Union Notification for PSC 46091 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 46091 - 20/21 for \$322,500 for Initial Request services for the period 05/17/2021 – 05/16/2023. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16423> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

From: [Macaranas, Belle \(DPW\)](#)
To: richardk@smw104.org; [Jessica Beard](#); L21PSCReview@ifpte21.org; charlie@local377.com
Cc: [Zhuo, Lisa \(DPW\)](#)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 46091 - 20/21
Date: Wednesday, May 19, 2021 6:14:00 PM

Good afternoon,

Please find union notification for Personal Services Request for PSC 46091-2021. Attached is the PSC Request form attached for your reference.

For questions about the request, please contact Lisa Zhuo Lisa.Zhuo@sfdpw.org

Belle Macaranas
Contract Administration Division

San Francisco Public Works | City and County of San Francisco | sfpublicworks.org | twitter.com/sfpublicworks
P: (628) 271-3138 | 49 South Van Ness Avenue, Suite 1600 | San Francisco, CA 94103

-----Original Message-----

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of alexander.burns@sfdpw.org
Sent: Thursday, May 6, 2021 9:04 AM
To: Burns, Alexander (DPW) <alexander.burns@sfdpw.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas, Belle (DPW) <belle.macaranas@sfdpw.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Notice for new PCS over \$100K PSC # 46091 - 20/21

RECEIPT for Union Notification for PSC 46091 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 46091 - 20/21 for \$322,500 for Initial Request services for the period 05/17/2021 – 05/16/2023. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16423> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Project Controls and Construction Management Services

Funding Source: Interdepartmental Work Orders

PSC Amount: \$24,000,000

PSC Est. Start Date: 06/01/2021

PSC Est. End Date 05/31/2027

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Consultants will perform specialized, critical, and urgent project control and construction management services that include project management, construction management, constructability review, cost estimating, scheduling, claim analysis, partnering, and other related services for various projects managed by Public Works on an as-needed basis. Public Works intends to issue two Request for Qualifications (RFQ): one RFQ under the Regular LBE Program seeking to award up to six (6) contracts for \$3M each and one RFQ through the Micro-LBE Set Aside Program awarding up to 4 contracts to \$1.5M each contract.

B. Explain why this service is necessary and the consequence of denial:

Services are required to augment the workload of the Construction Management and Project Management staff at Infrastructure Design and Construction (IDC) and Building Design and Construction (BDC) and to provide services to other departments in the City for many emergency jobs and short term/duration projects that sometimes require diverse skill and expertise. Denial would cause delays to construction projects, which may result in additional costs to the City.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, this service has been provided in the past. Most recent personal services contract approval numbers are PSC#45682-16/17 approved on 08/07/2017, and PSC#47167-1617 approved on 03/06/2017.

D. Will the contract(s) be renewed?

No. New RFQ's will be advertised.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. The contracts will have duration of no more than 5 years.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Consultants must have extensive experience in project management, construction management, scheduling, cost estimating, value engineering, claim analysis, and partnering with appropriate licensing or certification.

B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5201, Junior

Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, if used in performance of contract and paid for by the City. Specialized field monitoring equipment and/or computer software may be provided.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The City does not have resources or expertise available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

Several positions do not exist in Civil Service: Scheduling Engineers, Claims Specialists, etc. Where applicable, civil service classifications will be utilized; these consultant services will be utilized when the following conditions exist: (1) City staff is working at full capacity and postponement of pending projects would be contrary to the public interest, or (2) Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis. There is no ongoing demand that justifies hiring of permanent City staff.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. Cost Estimating, scheduling, and Constructability Review Training. Approximately 40 hours. Approximately 30 Engineers.

- C. Are there legal mandates requiring the use of contractual services?

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

Yes.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 05/06/2021, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48865 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
To: [Burns, Alexander \(DPW\)](#); [Laxamana, Junko \(BOS\)](#); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Macaranas, Belle \(DPW\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48865 - 20/21
Date: Thursday, May 6, 2021 9:27:46 AM

RECEIPT for Union Notification for PSC 48865 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48865 - 20/21 for \$24,000,000 for Initial Request services for the period 06/01/2021 – 05/31/2027. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16424> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Architectural, Engineering, and Planning
Consultant Services for Airport Grant Projects

Date: 9/30/2014

AC No: 150/5100-14E

Initiated By: AAS-100

1 **Purpose.**

This advisory circular (AC) provides guidance for airport sponsors in the selection and engagement of architectural, engineering, and planning consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

2 **Cancellation.**

This AC cancels AC 150/5100-14D, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, dated August 30, 2005.

3 **Application.**

A Sponsor is required to award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport. See 49 U.S.C. § 47107(a) (17) and the grant assurances.

Title 2 of the Code of Federal Regulations (C.F.R.), part 200, establishes uniform administrative rules for Federal grants. The FAA prepared this guidance to assist Sponsor compliance with the procurement requirements of §§200.317-200.326.

This AC does not apply to airport projects that are fully funded with passenger facility charge (PFC) funds.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Architectural, Engineering, and Planning
Consultant Services for Airport Grant Projects

Date: 9/30/2014

AC No: 150/5100-14E

Initiated By: AAS-100

1 **Purpose.**

This advisory circular (AC) provides guidance for airport sponsors in the selection and engagement of architectural, engineering, and planning consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

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3 **Application.**

A Sponsor is required to award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport. See 49 U.S.C. § 47107(a) (17) and the grant assurances.

Title 2 of the Code of Federal Regulations (C.F.R.), part 200, establishes uniform administrative rules for Federal grants. The FAA prepared this guidance to assist Sponsor compliance with the procurement requirements of §§200.317-200.326.

This AC does not apply to airport projects that are fully funded with passenger facility charge (PFC) funds.

4 **Principal Changes.**

The AC incorporates the following principal changes:

1. Clarified Independent Fee Estimates processes.
2. Clarified multiple consultant selection process.
3. Added “Specific Rates of Compensation” method of contracting.
4. Revised and expanded discussion of Alternative Project Delivery Methods, moved to Appendix G.
5. Updated the advisory circular format to the decimal numbering system.
6. The Office of Management and Budget published the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, in 78 Federal Register Notice 78590, December 26, 2013. This final guidance contains the administrative requirements formerly contained in (A-110 and A-102), cost principles (A-21, A-87, and A-22), and audit requirements (A-50, A-89, and A-133) for federal awards. As of December 26, 2014, a Sponsor must implement applicable the requirements of 2 CFR §200 to remain allowable for federal assistance.



Michael J. O'Donnell
Director of Airport Safety and Standards

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CHAPTER 1. INTRODUCTION

1.1 Overview.

This advisory circular (AC) provides guidance for airport sponsors in the selection and engagement of architectural, engineering, and planning consultants. This AC discusses services normally included in an airport grant project, types of contracts for these services, contract format, and guidelines for determining the reasonableness of consultant fees.

1.2 Definitions.

Definitions of the terms used in this AC are listed in Appendix A.

1.3 Referenced Documents.

Documents and regulations referenced throughout this circular are listed in Appendix B.

1.4 Types of Consultant Services.

There are two separate and distinct categories of consultant services that are utilized for projects conducted under airport grant programs. The first category involves planning services. The second involves Architectural/ Engineering (A/E) services for the design and construction administration/inspection of airport projects. These two categories of consultant services are discussed below.

1.4.1 Aviation Planning Services.

This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. Airport site selection studies.
10. Airport development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.

12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Airspace analysis.
15. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.

1.4.2 Architectural/Engineering Services for Airport Development Projects.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 1.5. The basic services are usually conducted in, but are not limited to, the four distinct and sequential phases summarized below:

1.4.2.1 **Preliminary Phase.**

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

1.4.2.2 **Design Phase.**

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

1.4.2.3 **Bidding and Negotiation Phase.**

These activities are sometimes considered part of the construction phase. They involve assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

1.4.2.4 **Construction Phase.**

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the sponsor during all phases of construction.
2. Representing the sponsor at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.
10. Reviewing operations and maintenance manuals.

1.4.2.5 **Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

1.5 **Special Services.**

1.5.1 The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise.

1.5.2 Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
7. Special environmental studies and analyses.
8. Expert witness testimony in litigation involving specific projects.
9. Project feasibility studies.

10. Public information and community involvement surveys, studies, and activities.
11. Preparation of record drawings.
12. Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
13. Preparation of or updating of the airport layout plan.
14. Preparation of property maps.
15. Preparation of quality control plan.
16. Preparation of final report.

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CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2.1 General.

The procedures included in this chapter provide guidance for sponsors in the selection and engagement of architectural, engineering, environmental, and planning consultants on projects funded wholly or in part under Federal airport grant programs. Adherence to these procedures will assure a sponsor of compliance with the requirements of 49 USC § 47107(a) (17) and 2 CFR §200.320, as amended.

2.1.1 49 USC § 47107(a) (17) states: “Each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 or an equivalent qualifications based requirement prescribed for or by the sponsor.” In addition to the services described in this statute, the professional and incidental services listed under A/E Services in Appendix A, must also be procured using qualifications based procedures.

2.1.2 2 CFR § 200.320 establishes that procurement by competitive proposal, where price is not a factor, may only be used for procurement of architectural/engineering (A/E) services. It may not be used for other services even though an A/E firm may be a potential source to perform the service. If a conflict exists between 49 USC § 47107(a) (17) and 2 CFR 200, the statute will prevail.

2.1.3 Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualifications based selection procedures be used for the selection of firms to perform architectural and engineering services. Qualifications based procedures require that a contract for A/E services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2.2 Procurement Standards.

2.2.1 The selection of qualified consultants must be made on the basis of fair negotiations and equitable fees and through selection procedures that are professionally acceptable, ensure maximum open and free competition, and avoid any suggestion of unfair or unethical conduct.

2.2.2 Consultants employed for work on projects involving airport grants must be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2.2.3 The Sponsor's procurement action must be void of individual and organizational conflicts of interests both real and/or perceived.

2.2.3.1 Individual conflicts of interest may exist whenever a Sponsor's employee, officer, agent or family member thereof has a financial or other interest in the firms competing for the work.

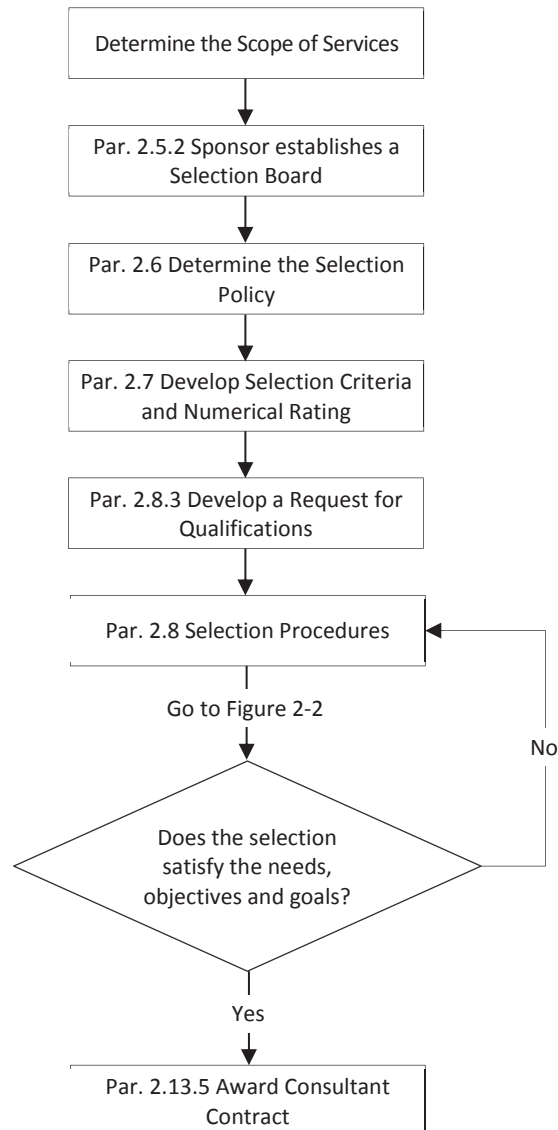
2.2.3.2 Organizational conflicts of interest may exist when there is a lack of impartiality, impaired objectivity or an unfair advantage with one or more of the firms competing for the work.

2.2.4 Sponsors must maintain sufficient records, made available at the FAA's request, to detail the significant history of their procurement action. This includes the rationale for the procurement method; the selection considerations; contract type and basis for contract price.

2.2.5 Per § 200.319, all procurement transactions must be conducted in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, entities that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

2.3 **Qualifications Based Selection Procedures.**

Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee. Figure 2-1 is an overview of the recommended Qualifications Based Consultant Selection process.

Figure 2-1. Qualifications Based Selection Process

2.4 Other Services.

- 2.4.1 Where services are to be performed in conjunction with the architectural, planning, environmental, or engineering services, they must be contracted for in the course of procuring the A/E services.
- 2.4.2 Where services such as feasibility studies, construction management, program management and other services as defined in 49 USC § 47107(a) (17) and A/E services as defined in Appendix A are to be performed, they must be procured using qualifications based procedures.

- 2.4.3 Where services are to be performed that are not in conjunction with A/E services and do not require performance by a licensed architect or engineer, the services should be acquired using local procurement procedures. An example of this type of special service would be soil borings, whereby the boring layout plan and interpretations of tests are not performed by the boring contractor. Soil borings conducted as part of a geotechnical engineering investigation or for which an independent engineer is responsible must be procured either in the course of procuring A/E services or by using qualifications based procedures.
- 2.4.4 Where services are to be performed in assisting the FAA in preparing an Environmental Impact Statement (EIS), they must be procured using qualifications based selection procedures (see paragraph 2.10).
- 2.4.5 Where a sponsor decides to utilize an Alternative Project Delivery System (APDS) such as design-build (DB) or construction manager-at-risk (CMAR), the Sponsor may use the competitive proposal approach (as defined in 2 CFR §200.320) for selection provided price and other factors such as qualifications, skill, experience, and design approach are considered when selecting a firm to perform this service. The selection of an A/E services firm is the only instance where prices must be excluded as a consideration under a competitive proposal selection. Please reference Appendix G, Alternative Project Delivery Systems, of this Advisory Circular for guidance in procuring these types of services.

2.5 **Selecting Organization.**

- 2.5.1 Within the sponsor's organization, an administrative policy should be established for designating persons authorized to select or recommend consultants for various assignments. The persons designated may include the administrator or the department head to be supplemented by others making up a selection board. The persons empowered to make the selection of one consultant over another must be kept free of pressures, both internal and external. 2 CFR § 200.318(c) requires that sponsors maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. They must not participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 2.5.2 The typical procedure for selecting a consultant is to use a selection board composed of at least three persons, with at least one being an engineer, airport planner, or other professional knowledgeable of the service required. For projects that have special design requirements or are particularly complex, the selection board should have additional technical members with the appropriate expertise in those required disciplines. The board should be prepared to evaluate potential consultants, i.e., conduct interviews and inquiries as desired and make recommendations to the governing body in accordance with Paragraph 2.8.14.

2.6 Policy for Selection.

2.6.1 The selection of a consultant must be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the service required. Moreover, the selection process must satisfy requirements for open and free competition.

2.6.2 Sponsors may procure a consultant for several projects through one procurement action provided the following conditions are met:

1. The consultant is selected using the qualifications based selection procedures described in paragraph 2.8.
2. The parties competing for the work must be advised that the work may be accomplished during the course of multiple grants. The expected schedule of projects must be defined, together with a statement of work and the required services. The statement of work must be described in sufficient detail so that all parties may adequately establish the type of services required to accomplish the work. Avoid generic statements of work.
3. All parties are advised that some of the services may not be required and that the sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
4. The services are limited to those projects that can reasonably be expected to be initiated within five (5) years of the date the initial contract is signed by the consultant. With the understanding that not all projects can be foreseen, with mutual agreement between the sponsor and the FAA, new projects may be added after the original selection is made. Otherwise, sponsors that want to add projects not included in the original procurement action must conduct a separate and new procurement action.
5. If more than one party is selected, the expected projects to be performed by each party must be defined, together with the statement of work and the required services, at the time of the initial procurement action. The sponsor must provide notification to each firm of the projects they were awarded. Sponsors must avoid the practice of selecting multiple firms and assigning project responsibility at a later date.
6. The negotiation of the fee is limited to the services expected to be performed under the first grant or project after the initial procurement action. The contract must be limited to the services covered by the negotiated fee. The negotiation of the fee for subsequent services, i.e., services included in the procurement action but not in the initial contract, must occur at the time those services are needed. A fee estimate must be performed for each of these negotiations. (See paragraph 2.12 for information on fee estimate.) If a fee cannot be agreed upon between the sponsor and the selected firm, then negotiations are terminated with that firm. If the sponsor identified and ranked multiple firms for the project at the time of the initial procurement action, then the sponsor may enter into negotiations with the firm ranked next. If no additional firms were identified and ranked or agreement is not reached with any selected firms, then the sponsor must initiate a new procurement action.

7. In the case of an unforeseen project as in Paragraph 4, the Sponsor and the FAA may mutually agree on the ranking of the selected consultants by evaluating their capabilities and the scope of the unforeseen project. However, if the scope of the unforeseen project does not match the capabilities of the selected consultants, a new procurement action must be conducted.

2.6.3 Unless there is a convincing reason to combine eligible and ineligible projects in a single solicitation, sponsors are discouraged from doing so (Order 5100.38).

2.7 **Selection Criteria.**

2.7.1 Based on the proposed scope of service(s) and prior to evaluating consultants, a sponsor(s) must develop a list of selection criteria to be used in evaluating potential consultants. Numerical rating factors (ranges) should be assigned to each criterion on the basis of the sponsor's priorities and conception of the importance of each factor in the attainment of a successful project. The sponsor(s) should include the criteria with a Request for Qualifications (RFQ) in advance of the selection process.

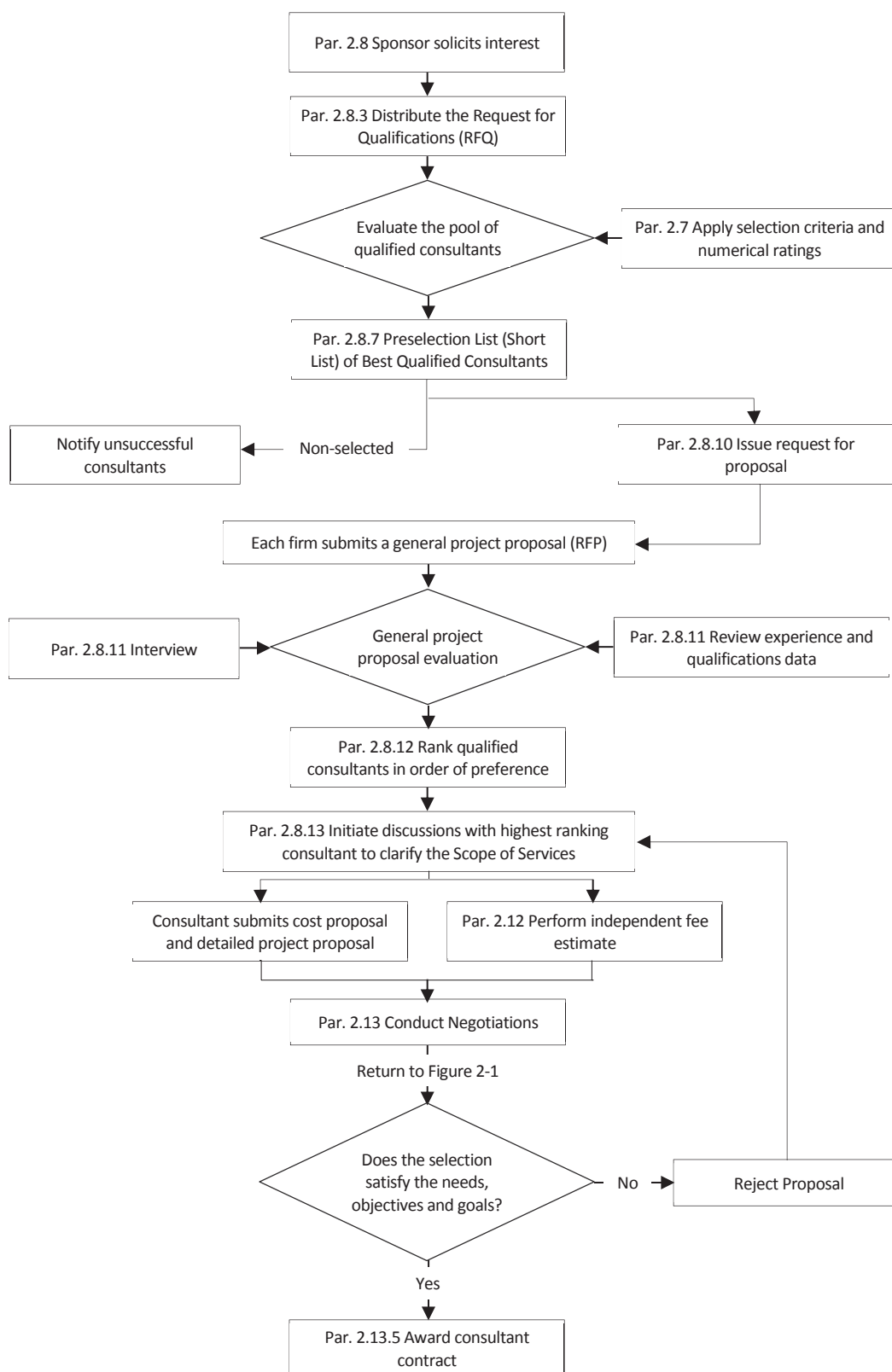
2.7.2 Based on a sponsor's goals/objectives for each project, the list of selection criteria will vary for each RFQ and must be appropriate for the proposed scope of services. Suggested selection criteria include, but are not limited to, the following:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.
4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. The use of geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. Ability to furnish qualified inspectors for construction inspection if applicable.
8. Understanding of the project's potential challenges and the sponsor's special concerns.
9. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.

10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. In meeting the Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (See 49 CFR, § 26.53)
12. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. Order 5100.38, Chapter 3, Subsection 3-57; AC 150/5300-15, *Use of Value Engineering for Engineering and Design of Airport Grant Projects*; and AC 150/5370-10, *Standards for Specifying Construction of Airports*, contain additional guidance on VE studies.

2.8 Selection Procedures.

The sponsor must use the following selection procedures or equivalent State/sponsor qualifications based selection for individual project selections involving Federal airport grants (see Figure 2-1 and Figure 2-2). However, the requirement for both an RFQ and an RFP should be evaluated based on the complexity of the project as these steps may be combined into a single request.

Figure 2-2. Consultant Selection Process for a Single Project

- 2.8.1 The selection board should review the nature of the proposed project and the general scope of services to be procured in order to ensure an understanding of the project requirements and the qualifications needed by the consultant.
- 2.8.2 As discussed in paragraph 2.7, the selection board must develop the selection criteria and the evaluation system used in preparing a pre-selection short-list of consultants who are best qualified for the project as well as in determining the final selection.
- 2.8.3 To obtain experience and qualification data from potentially qualified consultants, the sponsor should issue an RFQ inviting consultants to submit their experience and qualifications data relating to the proposed project usually in the form of a Statement of Qualifications (SOQ). To ensure the broadest publicity concerning sponsor interest in obtaining consultant services, public announcements for all projects should be advertised in local newspapers with a wide circulation, national trade journals and magazines, and through electronic media. Public announcements should include information such as a description of the proposed project and its location, a description of the services, and the estimated range of construction costs. The public announcement should allow sufficient time for submission of the statement of qualifications.
- 2.8.4 Sponsors may also send the public announcements directly to known, potentially qualified consultants to determine their interest in the project and to request their experience and qualification data.
- 2.8.5 Affirmative steps pursuant to 2 CFR §200.321 and good faith efforts should be taken to assure that small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts should include, but not be limited to, the following:
1. Include qualified small business and minority firms on solicitation lists.
 2. Assure that small business and minority firms are solicited whenever they are potential sources. Consultation with regional Airports Divisions, Office of Civil Rights, and/or State transportation offices is encouraged.
 3. Divide the total requirements into small tasks, when economically feasible, to permit maximum small business and DBE firm participation.
 4. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Minority Resource Center Regional Centers of the Department of Transportation (<http://osdbu.dot.gov>).
 5. Arrange solicitations, time for presentation of offers and delivery schedules to facilitate DBE and other small business participation.
 6. Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.
- 2.8.6 FAA Airports field offices may also furnish the names of consultants who have engaged in projects of similar nature in their areas of jurisdiction. However, with the exception

of an EIS, FAA personnel will not recommend consultants or participate in the selection process. The addresses of FAA Airports Regional/District Offices having jurisdiction over specific geographic areas are available at:

http://www.faa.gov/airports/news_information/contact_info/regional/

- 2.8.7 From the experience and qualification data obtained from consultants, the selection board should prepare a pre-selection short-list of the best qualified consultants for further consideration. With adequate response to the RFQ, the typical pre-selection short-list should consist of between three and five consultants.
- 2.8.8 At this point, consultants who expressed an interest in the project but were not included on the pre-selection short-list should be notified that they were unsuccessful.
- 2.8.9 Detailed information on the qualifications and performance data of each of the consultants on the pre-selection short-list should be obtained. This can be achieved by contacting former clients identified by the consultant in their statement of qualifications to ascertain the quality of work, ability to meet schedules, cost control, and consultant-client relationship.
- 2.8.10 At this point, the selection organization may elect to obtain a general project proposal from each of the firms on the pre-selection short-list, typically by issuing a Request for Proposal (RFP) to each consultant on the pre-selection short-list. The RFP should include a detailed description of the project and the proposed scope of services required. The selection criteria, including their relative importance that will be used to evaluate the proposals must also be made available to each of the firms on the pre-selection short-list. The RFP shall not contain a request for any cost information, such as total cost, cost per hour, work hours, or other pricing data. Requests for cost or pricing information, prior to discussions with the best qualified firm, to define the scope of services is contrary to 49 USC § 47107 (a) (17) and 2 CFR § 200.320(d). The general project proposal will help the selection board recommend a consultant who can achieve design excellence, while successfully controlling time and costs and who has the ability to understand and accomplish the specialized requirements of the project. The elements of a typical general project proposal should include, but are not limited to, the following:
 1. Team members, other key personnel, previous experience, and the role they will fill on the project. The qualifications and time commitment of the project manager proposed for the project.
 2. Current workload.
 3. Proposed project schedule, including major tasks and target completion dates.
 4. Technical approach – a brief discussion of the tasks or steps that the consultant will take to accomplish the work described in the scope of services.
 5. Value engineering – when a value engineering study is included in the selection criteria, a brief discussion of the consultant’s capability, training, and experience to carry out such a study.

- 2.8.11 Conduct interviews with each consultant on the pre-selection short-list. On small projects, a telephone interview may be sufficient. Careful consideration of time and cost should be given to the need for formal interviews. If sponsor has received sufficient information included in the qualification submission to make a selection, then formal interviews may not be necessary.
- 2.8.12 Review the experience and qualifications data, the general project proposal, the interview results, and other relevant data. Using the selection criteria developed for the project; rank the qualified consultants in order of preference.
- 2.8.13 Initiate discussion with the first-ranked consultant to fully define the scope of work and services to be provided (see paragraph 2.11). After agreement on a detailed scope of services has been reached, the consultant should submit their cost proposals together with a detailed project proposal. Negotiations should then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in paragraphs 2.12 and 2.13.
- 2.8.14 Prepare a report that documents the Sponsor's procurement actions and the selection of the consultant they deem most qualified. The report must contain sufficient detail to indicate the extent of the review and the considerations used for the recommendations. The report should be forwarded to the sponsor's administrator or governing body authorized to review the recommendations of the selection board. The recommendations of the selection board should normally be accepted unless the report does not adequately support the recommendations. This will help to ensure complete fairness and open competition. If the recommendations are not accepted, the selection board should reconvene until acceptable recommendations have been agreed upon.

2.9 **Alternate Selection Procedures.**

2.9.1 Proposals Requested with Qualification Data.

The selection procedure recommended in paragraph 2.8 should normally be followed in the procurement of consulting services. For small projects where the scope of work and services can be clearly defined or the sponsor anticipates receipt of less than four proposals, the sponsor may wish to solicit proposals at the time of advertising for experience and qualification data. In this case, the announcement must contain a detailed scope of services and indicate where the selection criteria can be obtained. The advertisement cannot request pricing information.

2.9.2 Informal Procedures.

- 2.9.2.1 Informal Qualifications Based Selection procedures may be used for A/E procurements estimated to be less than \$100,000. However, this does not relieve the sponsor from the obligation to perform a cost analysis and prepare an independent fee estimate (see paragraph 2.12). Sponsors must consult with FAA Airport personnel before using informal procedures to assure that the circumstances justify their use.

2.9.2.2 Under this procedure, a sponsor must contact at least three firms and discuss their qualifications to perform the work. Negotiations must then be conducted with the best-qualified firm to arrive at a fee. These negotiations may be conducted via telephone or e-mail. After selection, using this procedure, the sponsor must document their procurement action and then submit a statement to the FAA explaining the basis for the selection and method used to determine reasonableness of the fee.

2.9.2.3 The informal selection process may not be used to select a firm for multiple projects.

2.9.3 Non-competitive Procedures.

The FAA may authorize non-competitive negotiation for services if the cost of the contract is not expected to exceed \$10,000 and the services are incidental to the grant project. When this procedure is used, the sponsor must submit a statement to the FAA explaining the basis used to determine reasonableness of cost as discussed in 2.9.2 above.

2.10 **Selection Procedures for Environmental Impact Statement (EIS) Preparation.**

The procurement of consultant services to assist the FAA in preparing an EIS is somewhat unique because the regulations implementing the National Environmental Policy Act (NEPA) (42 USC § 4321 et seq.), require Federal agencies to prepare the EIS or select the contractor that prepares the EIS (Orders 5050.4 and 1050.1 provide additional guidance). Selection of a consultant must, therefore, be made by the FAA from a short-list of qualified consultants submitted by the sponsor. The sponsor and the FAA must follow the selection procedures recommended in paragraph 2.8 with the following exceptions:

1. The proposed scope of work is to be provided by the FAA.
2. The FAA must concur with the selection and evaluation criteria prepared by the sponsor.
3. The FAA will be invited to participate with the sponsor in the interviews with consultants on the pre-selection short-list.
4. The sponsor may indicate to the FAA their ranking of the consultants on the pre-selection short-list after the interview process has been concluded. The FAA, however, is under no obligation to make a selection based on this ranking.
5. Using the previous sponsor/FAA agreed upon selection and evaluation criteria, the FAA will independently evaluate and rank the consultants on the pre-selection short-list in order of preference, based on qualifications.
6. The FAA must advise the sponsor of the FAA's ranking in order of preference, and the sponsor must advise and initiate discussions with the consultant ranked first.
7. The FAA will be invited to discussions on the scope during any IFE process conducted by the Sponsor or their consultant, as necessary.

8. The FAA's involvement in the negotiation of the project cost must be limited to making a reasonableness determination once a satisfactory cost proposal has been reached between the sponsor and the consultant.
9. The FAA must prepare a selection report for its records.

2.11 **Scope of Services.**

- 2.11.1 An important step in the negotiation process is to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during initiation of the procurement process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services should be developed between the sponsor and first-ranked consultant prior to negotiating a project design fee. This may be accomplished in a scoping meeting or separate investigation or study to clearly define the extent of the project. The sponsor's engineer or independent consultant (see paragraph 2.12) should attend the meeting so they will have a complete understanding of the scope of services prior to developing a detailed fee estimate. Such a meeting offers the opportunity for refinement, amendment, and complete definition of the services to be rendered.
- 2.11.2 The scope of service(s) must be sufficiently detailed so that the consultant can make a reasonable fee estimate (see Appendix E). Although the scope of service(s) will vary from project to project (see samples in Appendix C), the following items are typical of those that should be considered in developing the scope of services:
 1. List of meetings the consultant is expected to attend.
 2. Design schedule.
 3. Special services required.
 4. Complexity of design.
 5. Safety and operational considerations.
 6. Environmental considerations.
 7. Survey and geotechnical testing requirements.
 8. Sponsor representation services during construction.
 9. Quality control during construction.
 10. Preparation of forms, letters, documents, and reports.
 11. Airport Layout Plan updates.
 12. Property map preparation.
 13. Quality control during design.
 14. Coordination with other consultants and agencies.
 15. Deliverables.
 16. Data and material furnished by the sponsor.

17. Testing and commissioning requirements.
18. City/county requirements.
19. Number of bid packages.
20. Complexity of construction phasing to minimize impacts on airport operations.
21. Public Outreach.

2.12 **Independent Fee Estimate.**

- 2.12.1 A sponsor must perform a price or cost analysis for every A/E contract (2 CFR § 200.323). The method and degree of analysis is dependent on the facts surrounding the contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The word "independent" does not imply that the IFE has to be performed by someone other than the sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO:
 1. A sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.11.
 2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project.
 3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The sponsor should request evidence that the consultant meets the above requirements.
- 2.12.2 State aviation personnel who have experience with the services involved may also prepare the IFE for the sponsors use.
- 2.12.3 The level of detail needed to satisfy the requirements of an IFE varies and is dependent on the anticipated value of the A/E contract. For contracts with an anticipated value less than \$100,000 the sponsor can satisfy the IFE requirement by comparing the A/E contract with previous contracts of a similar nature, or preparing a detailed fee/cost analysis (see Appendix E). At a minimum, the independent estimate must address direct labor work hours, labor rates, general and administrative overhead, non-salary expenses and a reasonable profit. For contracts anticipated to be greater than \$100,000 a detailed fee/cost analysis is required.
- 2.12.4 If the sponsor hires a consultant to perform any of these functions, that consultant may be retained using informal or non-competitive qualifications based procedures (see

paragraphs 2.9.2 and 2.9.3) as applicable; however, the IFE consultant will not be eligible for consideration to perform work on the project.

- 2.12.5 Another source on estimating consultant's cost can be found in ASCE Manuals and Reports on Engineering Practice No. 45, "How to Work Effectively with Consulting Engineers." However, these graphs must be used with judgment and within their stated limitations. Other resources include project history files, previous contracts, etc.
- 2.12.6 Sponsors have an obligation to obtain a fair and reasonable fee in all cases. Prior to initiating further discussions with the first-ranked consultant, the sponsor must accept the IFE and retain it for their records. Appendices D and E present sample formats for consultant services fee/cost and detailed fee/cost analysis respectively, however any format that meets this purpose is acceptable. The FAA retains the right to disallow negotiated fees that the FAA determines to be unreasonable.

2.13 **Negotiations.**

- 2.13.1 After developing a detailed scope of services and after the IFE requirements have been satisfied per Par. 2.12, the sponsor may enter into negotiations with the consultant given first preference by the selection board. Once the rankings have been established, the sponsor shall inform the other firms on the pre-selection shortlist that negotiations have been initiated with the first ranked firm. If an independent firm has been retained by the sponsor for the purpose of preparing an independent fee estimate, the firm may be consulted by the sponsor during negotiations, to clarify problem areas, but not to review the consultant's fee proposal or attend any negotiating sessions.
- 2.13.2 Based on the scope of services agreed upon in paragraph 2.11, the sponsor must request the consultant to submit the proposed fee and supporting cost breakdown. The consultant must prepare a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant should, if appropriate, indicate the costs for subcontractors, travel, living expenses, reproduction, and other out-of-pocket expenses expected to be incurred.
- 2.13.3 When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE. When differences exceed 10%, the sponsor and IFE preparer should review those areas with the consultant to determine if there is a misunderstanding of the scope of services or level of effort required to complete the work. While this should not be construed as policy, the use of the 10% standard is one method to help identify areas of significant difference between the consultant's fee proposal and the IFE.
- 2.13.4 Negotiations should be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The sponsor should subject the consultant's data to a technical/engineering analysis. Based on this analysis, the sponsor should identify differences in the work-hour estimates. Significant differences, either positive or negative, between the estimate submitted by the

consultant and the estimate developed by the sponsor should be resolved, and revisions should be made to the work hours or scope of services as required. The fee should then be evaluated, taking into consideration the experience level required by the engineer working on each task. A sample fee/cost analysis form is shown in Appendix E.

- 2.13.5 If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, the negotiations must be terminated and the consultant notified. Negotiations must then be initiated with the consultant given second preference by the selection board. This procedure must be continued with recommended consultants in the sequence of ranking established by the selection board until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.
- 2.13.6 A record of negotiations must be prepared by the sponsor and included in the contract file. This record must contain sufficient detail to reflect any changes in the scope of services controlling the establishment of the cost and other terms of the contract. An explanation must be provided for any significant differences between the sponsor's original estimate and the final fee agreed upon. The scope of services, draft contract, sponsor's independent fee estimate, consultant's fee proposal with any revisions, and detailed fee analysis must be attached to the report. A sample Record of Negotiations is contained in Appendix F.
- 2.13.7 Upon completion of successful negotiations, all consultants interviewed by the selection board should be informed of the consultant selected for the project.
- 2.13.8 FAA personnel will not be present and will not participate in the negotiation process. The FAA's role is to make a judgment on the reasonableness of the compensation for the services to be furnished and to ensure that all services required for a particular project have been included in the proposal.
- 2.13.9 If requested by the FAA, the sponsor must submit the record of negotiations and all attachments to the FAA for a reasonableness of cost determination (Order 5100.38, Chapter 3, Section 14).

2.14 **Sponsor Force Account Projects.**

Proposals to accomplish airport engineering with the sponsor's own personnel or by its agent must be approved by the FAA. Proposals must be submitted in writing and subjected to a review similar to that for engineering contracts. Most of the factors considered in the selection of a consultant would be applicable to approval of services to be done by force account. The sponsor's proposal to use force account rather than contract-engineering services must be fully documented and should contain as a minimum:

1. Justification for doing the work by force account rather than by contract;
2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs;

3. Names and engineering qualifications of personnel that will be accomplishing specific tasks;
4. Statements concerning the capability of the sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account;
5. Summary of sponsor's experience with airport engineering pertaining to projects with similar design scopes; and
6. Statement by the sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

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CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3.1 General.

- 3.1.1 The relationship of the consultant with the sponsor should be clearly defined by a written agreement before commencement of actual work. All of the terms should be clearly defined in the agreement. It should state the parties to the contract and define the complete extent and character of the work to be performed as well as conditions relating to any time limitations that may be involved. The terms and payments for various services should be included. The scope of the consultant effort should be described in complete detail to determine the sufficiency of the supervisory and inspection staff and to determine whether some services will need to be otherwise contracted for or be provided by the sponsor.
- 3.1.2 Consultant contracts usually cover highly technical services. Therefore, to assure the soundness of a legal document, it is essential that someone who has thorough knowledge of the project prepare the sections describing services to be performed, sequence of work, information to be furnished by the sponsor, and terms of payment.

3.2 Contract Format.

Many government agencies, business firms, and engineering organizations have developed standardized forms for engineering and planning contracts. The American Council of Engineering Companies, the National Society of Professional Engineers, and the American Society of Civil Engineers have developed such standardized forms. Some State aviation departments have developed standardized forms for engineering services provided in their own states. The American Institute of Architects has standardized forms for architectural contracts. It is often necessary to modify these standard agreements to reflect the specific terms and conditions applicable to a particular project, as well as the mandatory contract provisions in paragraph 3.4.

3.3 Division of Responsibility and Authority.

- 3.3.1 It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic consultant services is considered the primary engineer or principal consultant as defined in Appendix A. As such, the principal consultant represents the sponsor in coordinating and overseeing the work of other engineering/consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the sponsor. Therefore, it is extremely important that the contract documents clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.
- 3.3.2 The contract between the sponsor and consultant is based on the scope of services established earlier in the process (see paragraph 2.11) and involves carrying out professional duties under the requirements of law. The contract must not attempt to

make the consultant an indemnitor of the sponsor such as in the event of the sponsor's negligence or the absence of any wrongdoing by the consultant. The consultant must fully stand behind their services and indemnify the sponsor for damages and expenses caused by their own errors, omissions, and negligent or wrongful acts.

- 3.3.3 Expanding the consultant's liability beyond the scope or purpose of a contract could affect the competitive process of contract award in a way that conflicts with the requirements of 2 CFR §200.319 and may impact Federal eligibility.

3.4 **Mandatory Contract Provisions.**

- 3.4.1 Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. For purposes of this section, the term "contract" includes subcontracts. The type of contract must be appropriate for the particular procurement.

- 3.4.2 The provisions that pertain to consultant contracts, including the source of each requirement are listed in Table 3-1. Specific wording of Federal contract provisions is available on the FAA website at <http://www.faa.gov/airports/aip/procurement/>.

Table 3-1. Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Participation by Disadvantaged Business Enterprises	49 CFR part 26
New Restrictions on Lobbying	49 CFR part 20
Access to Records and Reports	2 CFR 200. Appendix II
Breach of Contract Terms	2 CFR 200. Appendix II
Rights to Inventions	2 CFR 200. Appendix II
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	2 CFR 200

Provision	Law/Statute
	Appendix II
Additional Provisions for A/E Contracts Exceeding \$25,000	
Debarment and Suspension	2 CFR part 180; 2 CFR part 1200

3.5 **Time Overruns Beyond Control of the Consultant.**

Frequently, the consultant is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the consultant. To provide for the contingency of overrun of time, the agreement between the sponsor and the consultant should state the period for which the compensation applies and that the consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from contractor caused construction delays should be included in the liquidated damages established for construction contracts.

3.6 **Ownership of Drawings and Contract Documents.**

3.6.1 Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and remain the property of the consultant unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data should be made available to the sponsor upon request. Electronic copies containing all drawings should be furnished to the sponsor. Terms and conditions for sponsor's reuse of documents/data on other projects should be addressed in the contract.

3.6.2 When a contract is only for preliminary plans, no commitment that would constitute a limitation on the subsequent use of the preliminary plans or ideas incorporated therein should be stated or implied.

3.7 **Contract Checklist.**

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not all-inclusive because each contract will vary based on the unique requirements of the project scope of services.

1. Effective date of contract.
2. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.

3. Nature, extent, and character of the project, the location thereof, and the time limitations.
4. Services, including performance and delivery schedules, to be rendered by the consultant.
5. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
6. Delineation of the duties and responsibilities of the resident engineer/inspector.
7. Inclusion of mandatory contract provisions identified in paragraph 3.4.
8. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
9. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
10. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
11. Provision for the termination of the consultant services before completion of work.
12. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
13. Provision for preparation of an Engineer's Design Report and Final Report.

3.8 **FAA Contract Review.**

- 3.8.1 FAA Airports field office personnel are available to assist the sponsor and provide guidance on:
 1. The scope of services to be provided;
 2. The appropriate type of contract;
 3. The mandatory contract provisions to be included; and
 4. Sponsor certification requirements.
- 3.8.2 If deemed necessary by the FAA, a draft of the contract will be submitted to ensure that:
 1. The scope of the engineering is described completely;
 2. The fees and reimbursements are reasonable and eligible as shown by a cost/price analysis;
 3. The type of contract is appropriate; and
 4. The engineering/consulting firm and the proposed contract terms are acceptable.
- 3.8.3 Pre-award review of proposed contracts is required under certain circumstances. Additional guidance is available in Order 5100.38, Section 10.

3.9 **FAA Contract Approval.**

FAA Airports offices are authorized to accept certifications from sponsors that they will comply with statutory and administrative requirements. Use of sponsor certifications for selection of engineering, architectural, professional services, and planning consultants is encouraged. Acceptance by the FAA of the sponsor's certification does not limit the FAA's ability to request and review documentation to ensure the accuracy of the certification. Reference Order 5100.38, Chapter 5, Subsection 5-23(g), *Sponsor Certification Forms*, "Selection of Consultants;" and 49 USC 47105 (d).

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CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4.1 General.

The method of contracting selected for consultant services is dependent on the types of services required and specific circumstances relating to the individual project. The various types of contracts and methods of compensation are discussed in this chapter and listed in Table 4-1. Contracts may be negotiated to include a combination of two or more of these methods. With all of the following methods, the Sponsor must negotiate profit as a separate element of the price for each contract and supplemental agreement. When establishing a fair and reasonable profit, consideration must be given to the complexity of the work to be performed; the risk borne by the firm; the firm's investment; the amount of sub-consultants; the firm's record of past performance; and industry profit rates in the surrounding geographical area for similar work.

4.2 Direct Personal Services.

- 4.2.1 Direct personal services are usually charged on a per diem basis. This method is particularly suited to court work or similar efforts involving intermittent personal service.
- 4.2.2 When such consulting or expert services are furnished, the consultant is compensated for the time devoted to the work and travel. The per diem charge should be based on the complexity of the work involved and the experience of the consultant. In addition to the compensation based on per diem, the consultant is reimbursed for travel and other out-of-pocket expenses incurred while away from the normal place of business provided they are reasonable, allocable, and of a generally allowable nature. Additionally, reimbursable expenses at the normal place of business may be reimbursed, such as special computer work, rendering, exhibits, provided they are reasonable, allocable, and of a generally allowable nature.
- 4.2.3 Each direct personal services contract must include a ceiling price that the contractor exceeds at their own risk. Furthermore, the Sponsor must assert oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- 4.2.4 For services in court or on other engagements in which the consultant appears as an expert, a per diem charge is considered to be earned for each day of such appearance, although the consultant may not be called to testify or, if called, may finish his/her testimony in a fraction of a day.
- 4.2.5 On occasion, the urgency of the engagement requires the consultant to work longer than the normal day. In some instances, this requirement is a necessary feature of the services, and an understanding should be made with the sponsor as to what constitutes a day. In such cases, the per diem rate may be based on the normal number of working

hours per day, or the per diem rate may be increased to take into consideration the extended work day.

- 4.2.6 For certain kinds of work, compensation based on hourly rates is an equitable arrangement. Compensation for consultant service on an hourly basis demands a higher rate per hour than would be represented in a per diem rate. Also, the hourly rates should apply to time for travel involved, plus reimbursement for travel costs, subsistence, and other out-of-pocket expenses. Depending on the duration of the services, compensation on an hourly basis may include an agreement on a preset minimum amount or retainer in addition to the payments based on the hourly rates.
- 4.2.7 If public hearings are involved in the consultant services, determination of the fee could present a problem since extensive hearings and follow-up work may be required. In these instances, the per diem approach may be considered as an appropriate method of payment for services rendered subsequent to the initial hearing. An estimated upper limit should be set forth in the contract. The contract should provide for renegotiation of the upper limit if unforeseeable conditions are encountered.

Table 4-1. Contracting Methods and Allowable Costs

Contracting Method	Compensation	Allowable Cost
§4-2. Direct Personal Services	<ul style="list-style-type: none"> • Per Diem. • Hourly Rate (§4-2.6). 	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and 48 CFR Part 31.
§4-3. Retainer	<ul style="list-style-type: none"> • Fixed sum. • Paid monthly. • Some other mutually agreeable basis. 	
§4-4. Cost-Plus-a-Fixed-Fee (NTE)	Fixed sum.	
§4-5. Fixed Lump-Sum Payment	Fixed sum.	
§4-6. Cost-Plus-a-Percentage-of-Cost	Prohibited method.	Prohibited.
§4-7. Specific Rates of Compensation	Hourly Rate	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200 .459, FAA Order 5100.38 and 48 CFR Part 31.
§4-8. Phasing of Work	May include two or more of the above methods of compensation.	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38.

Note: See Paragraph 4.10 for non-allowable costs for all types of service.

See Appendix G for Alternative Project Delivery Systems.

4.3 Retainer.

- 4.3.1 The engagement of consultants on a retainer basis is a common practice. This practice assures the sponsor of always having the services of a certain individual engineer or organization available for future work. This method is used in cases of protracted litigation or for work over the years when the services of the consultant may be intermittent. It is also used in the development of undertakings for which the services of a consultant specialist are not required on a full-time basis. On large projects, this method enables the sponsor to have the specialists who prepared the original plans and specifications on hand for maintenance or additions.
- 4.3.2 The retainer fee varies with the character and value of the services to the sponsor and with the reputation and standing of the consultant in his/her profession.

- 4.3.3 The terms of agreement for services on a retainer basis vary widely. Compensation may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the sponsor. In any case, the same principles, explained previously for per diem or hourly charges, govern under retainer contracts.
- 4.3.4 This type of contract is rarely used for grant projects. However, it is permissible to use a firm on retainer for projects without further procurement action if:
1. The retainer contract was awarded as a result of competition.
 2. The parties competing for the retainer were advised that subsequent grant funded projects (including the scope of work for those projects) would be performed under the retainer contract.
 3. The price for the work performed under the grant will be fair and reasonable and supported by a price or cost analysis.
- 4.3.5 Detailed records should be kept to identify the work that is part of a Federal grant project and eligible for reimbursement.
- 4.4 **Cost-Plus-a-Fixed-Fee (Not to Exceed (NTE)).**
- 4.4.1 The cost-plus-a-fixed-fee contract is frequently used when the consultant is required to start work before the cost and scope of the project can be accurately determined. It is recommended that services for the construction phase of a project be paid for under a cost-plus-a-fixed-fee type contract.
- 4.4.2 This type of contract provides for reimbursement of allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.
- 4.4.3 A cost-plus-a-fixed-fee proposal should be accompanied by the consultant's estimate. The estimate should detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and the fixed fee.
- 4.4.4 The fee is fixed and does not vary no matter what the costs turn out to be. In most instances, however, a ceiling is applied which establishes an upper limit on the allowable costs. In establishing the upper limit, an allowance for contingencies should be included so that, as such contingencies are encountered, renegotiation of the upper limit will not be necessary. The intent of the upper limit is to ensure that the allowable costs do not exceed an agreed-upon ceiling without prior approval of the sponsor. (If Federal participation is desired in the increased cost, the sponsor must obtain the prior approval of the FAA.) Such contracts should contain provisions that provide for renegotiation of both the upper limit and the fixed fee if the scope of work described in the contract has changed.
- 4.4.5 Any increase in costs should be fully justified by the consultant prior to approval by the sponsor. As the consultant is approaching the upper limit and it becomes apparent that

the project cannot be completed within that limit, the consultant should alert the sponsor. Approval must be obtained before the upper limit is exceeded.

4.4.6 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. The consultant should be prepared to validate the overhead costs with a certified statement from the sponsor's auditor, state's auditor, or consultant's accountant. A firm can demonstrate that the non-allowable costs are not included in its overhead calculation rather than requiring a complete audit in advance of contracting. Otherwise, if the consulting firm has been audited by an agency of the Federal Government within the previous 12 months, the overhead rate determined by this audit may be used.

4.4.7 Fixed-fee is in addition to reimbursement for salary, overhead, and direct non-salary expenses. The consultant is paid a fixed amount for profit, willingness to serve, and assumption of responsibility. This may be an amount based on the estimated design cost of the project at the time the consultant is engaged and will vary with the scope of the services involved.

4.5 **Fixed Lump-Sum Payment.**

4.5.1 The fixed lump-sum payment contract is normally used when the scope of work can be clearly and fully defined at the time the agreement for services is prepared.

4.5.2 The fixed amount of compensation is determined by estimating the allowable costs such as salary, overhead, and direct non-salary expenses, plus a reasonable margin of profit all expressed as a single lump sum. A lump sum proposal must be accompanied by the consultant's estimate. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and profit.

4.5.3 Where consultation is undertaken on a lump-sum basis, the agreement must contain a clearly stated time limit during which the services will be performed. In design contracts, there should be a provision for changes required after the approval of preliminary designs with a clear understanding as to where the final approval authority lies.

4.5.4 Lump-sum contracts must contain a clause that provides for renegotiation if the scope of work described in the contract has changed.

4.5.5 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Guidance is provided in paragraph 4.4.6.

4.6 **Cost-Plus-a-Percentage-of-Cost.**

Cost-plus-a-percentage-of-cost (CPPC) methods of contracting are prohibited for consultant services under airport grant programs. CPPC contracts may be defined as a

payment formula based on a fixed predetermined percentage rate of actual performance costs by which the sum of the consultant's entitlement, uncertain at the time of agreement, increases commensurately with increased performance costs. The types of contracts discussed below are based on the CPPC methods of contracting and, therefore, are prohibited:

1. Salary Cost Times a Percentage Multiplier, Plus Direct Non-salary Expense. This type of contract contains CPPC methods of contracting because the consultant's indirect cost and profit are not fixed at the time the contract is signed.
2. Percentage of Construction Costs. This type of contract contains CPPC methods of contracting since a portion of the consultant's fee that does not reflect actual costs constitutes a profit that is not fixed at the time the contract is executed.

4.7 Specific Rates of Compensation (Not to Exceed (NTE)).

- 4.7.1 The "specific rates of compensation" contracting method should only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. Sponsor must get advanced approval from the FAA for all work conducted under this method.
- 4.7.2 The "specific rates of compensation" contracting method provides for reimbursement for consultant services on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee (profit)) plus any other direct expenses/costs, subject to an agreed maximum amount.
- 4.7.3 While the inclusion of fee (profit) in the loaded hourly rate(s) established for a contract allows the fee earned to be based on the labor hours worked on the project, this is not considered a "cost plus a percentage of cost" contracting method. A key distinction for the "specific rates of compensation" contracting method is that indirect costs and fee must be recovered as a component of the established, fixed hourly billing rates for labor hours worked. The negotiated rate is typically fixed for the life of the project, however, the Sponsor must reserve the right (by contract) to audit and adjust multiplier rates.
- 4.7.4 Use of this contracting method requires close monitoring to ensure efficient methods and cost controls are employed by the consultant.

4.8 Phasing of Work.

Design projects may be negotiated to be performed in phases and include two or more of the foregoing methods of compensation. For example, the first phase of a project might cover the development of the precise scope of work for a project and be paid for under a cost-plus-fixed-payment contract. The follow-on work could then be negotiated on the basis of information developed in the first phase and might be accomplished under a lump-sum contract.

4.9 Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. The following are typical expenses allowable under the above regulations:

1. Direct Salary Costs.
 - a. Direct salary costs include the cost of salaries of engineers, planners, computer aided design and drafting (CADD) technicians, surveyors, stenographers, administrative support etc., for time directly chargeable to the project.
 - b. Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.
2. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead. Refer to 48 CFR Part 31 for additional information on allowable overhead costs.
3. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept to support charges and allow auditing):
 - a. Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)
 - b. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
 - c. Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs not applicable to general overhead.
 - d. Identifiable computer and office supplies and stenographic supplies and expenses charged to the sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
 - e. Identifiable reproduction costs applicable to the work.
 - f. Advertising costs that are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.
 - g. Sub-consultant and outside services including administrative costs associated with managing said services, either by a reasonable percentage mark-up or time and expenses.

4.10 Non-Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant.

4.11 Fixed Fee.

A percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility. Expenses and any pass-through costs may not be included when applying profit to the price.

APPENDIX A. DEFINITIONS

Some common terms used in this AC are defined below. Additional definitions of terms and phrases are available in Order 5100.38, Airport Improvement Program Handbook, current version.

1. **Architectural/Engineering (A/E) Services.** The term “architectural and engineering services” means:
 - a. Professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
 - b. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - c. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
2. **Consultant.** A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in paragraphs 1 and 4, employed to undertake work funded under an FAA airport grant assistance program.
3. **Fee.** Compensation paid to the consultant for professional services rendered.
4. **Planning Services.** Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.
5. **Primary Engineer or Principal Consultant.** A firm that is held responsible for the overall performance of the service, including that which is accomplished by others under separate or special service contracts.
6. **Sponsor.** A public agency or private owner of a public-use airport that submits to the Secretary an application for financial assistance for the airport (49 USC § 47102(19)).
7. **Bridging Documents.** Preliminary engineering documents intended to define a scope of work for a subsequent design and construction efforts. These documents are typically prepared by a professional services firm who is not eligible to bid on the proposal.

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APPENDIX B. BIBLIOGRAPHY

This bibliography covers Public Law, FAA Orders, Advisory Circulars (ACs), and Code of Federal Regulations (CFRs) referenced within this AC.

B.1 Public Law.

1. Brooks Act: Federal Government Selection of Architects and Engineers. Public Law 92-582, 92nd Congress, H.R. 12807, October 27, 1972. (See <http://www.usa.gov/>.)
2. *United States Code*. Title 40 Subtitle I, Chapter 11 Selection of Architects and Engineers. (See <http://uscode.house.gov>.)
3. *United States Code*. Title 42 Chapter 55 USC 4321 National Environmental Act of 1969. (See <http://uscode.house.gov>.)
4. *United States Code*. Title 49 Subtitle VII, Aviation Programs, USC §47123 Nondiscrimination. (See <http://uscode.house.gov>.)
5. *United States Code*. Title 49 Subtitle VII, Aviation Programs, §47107(a) (17), Project Grant Application Approval Conditioned on Assurances About Airport Operations. (See <http://uscode.house.gov>.)
6. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47102 Definitions. (See <http://uscode.house.gov>.)
7. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47105 Project Grant Applications. (See <http://uscode.house.gov>.)

B.2 Code of Federal Regulations.

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<http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE>.

1. Airport Noise Compatibility Planning. *Code of Federal Regulations*. Title 14 CFR part 150.
2. Contract Cost Principles and Procedures. *Code of Federal Regulations*. Title 48 CFR part 31.
3. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. *Code of Federal Regulations*. Title 29 CFR part 5.
4. New Restrictions on Lobbying. *Code of Federal Regulations*. Title 49 CFR part 20.
5. Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964. *Code of Federal Regulations*. Title 49 CFR part 21.

6. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. *Code of Federal Regulations*. Title 41 CFR part 60.
7. Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. *Code of Federal Regulations*. Title 49 CFR part 26.
8. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. *Code of Federal Regulations*. Title 2 CFR part 200.

B.3 FAA Orders and Advisory Circulars. Please refer to current versions.

1. U.S. Department of Transportation. Federal Aviation Administration. Order 1050.1, Environmental Impacts: Policies and Procedures. (See http://www.faa.gov/regulations_policies/orders_notices/.)
2. U.S. Department of Transportation. Federal Aviation Administration. Order 5050.4, Airport Environmental Handbook. (See <http://www.faa.gov/airports/resources/publications/orders/>.)
3. U.S. Department of Transportation. Federal Aviation Administration. Order 5100.38, Airport Improvement Program Handbook. (See <http://www.faa.gov/airports/resources/publications/orders/>.)
4. U.S. Department of Transportation. Federal Aviation Administration. Advisory Circular 150/5300-15, Use of Value Engineering for Engineering and Design of Airport Grant Projects. (See http://www.faa.gov/airports/resources/advisory_circulars/.)

APPENDIX C. SCOPE OF SERVICES SAMPLES

C.1 This appendix contains three different examples of Scope of Services. Example 1 is a Design Services scope, Example 2 is a Planning Services scope, and Example 3 is a Construction Services scope. Samples may not necessarily include all provisions and terms required by this AC. If a conflict exists between these examples and the AC, the AC will prevail.

C.2 Example 1. Design Services Scope.

TAXIWAY A SOUTH AND HOLDING APRON RECONSTRUCTION AND NEW HARDSTAND

ABC INTERNATIONAL AIRPORT

The consultant will provide the required professional services to design the reconstruction of Taxiway A South and holding apron and the proposed hardstand (attach a drawing or exhibit if necessary). This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Taxiway A South will be constructed in Portland Cement concrete and will be widened to 100 feet and have new 40-feet-wide asphalt shoulders added. The South Holding Apron will be reconstructed to essentially the same configuration as presently exists. Centerline taxiway lighting will be added to the taxiway and through the holding apron to Runway 18L/36R. Control panels in the FAA tower and field lighting electrical vault will also be modified for the new centerline lighting.

The new hardstand will be located north of the Airlift Airlines Maintenance Facility (currently under construction) south of the northeast Cargo Taxilane and west of the flying Bears hardstand. The hardstand will be a Portland Cement concrete apron with lighting similar to other hardstands, drainage to the Industrial Waste Sewerage System (IWS), and other utilities including fire protection. No downstream IWS changes are anticipated. It is anticipated that utilities are immediately available for fire protection adjacent to hardstand.

Professional services to be provided by the consultant will include civil, electrical and structural, and geotechnical engineering services required to accomplish the following items:

PHASE 1 - PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the preapplication, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Activities include:

1. Coordinate with airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines. Also coordinate with facilities and

maintenance and fire department. (This will require four coordination meetings throughout the design.)

2. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
3. Provide all geotechnical investigation and analysis and pavement and other nondestructive testing and analysis required for the design.
4. Coordinate with the airport's project manager for required survey information.
5. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. The consultant's phasing plan must take into account other airport construction projects.
6. Determine aircraft usage through coordination with Airport staff and information furnished by the sponsor. Design the pavements to meet the anticipated aircraft traffic.

PHASE 2 - ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions.
 - a. Evaluate local material suppliers, sources, and capabilities.
 - b. Evaluate drainage alternatives.
 - c. Review electrical lighting layouts and determine system relocation capacities.
2. Review and evaluate project layout.
 - a. Verify master plan dimensions and data.
 - b. Review findings and recommendations with airport personnel.
3. Complete a soils investigation, soils report, and recommendations including:
 - a. Field Exploration.
 - i. Conduct test pit explorations with a rubber-tired backhoe at various locations to a maximum depth of 8 feet in the runway, taxiway, and apron areas. Log and field classify soils and obtain samples for laboratory testing.
 - b. Laboratory Testing.
 - i. Perform laboratory index and strength tests as follows:
 - (1) Compacted CBR test (3 compaction points/test).
 - (2) Standard Proctor (4 point) compaction tests.
 - (3) Atterberg limit determinations.
 - (4) Sieve analysis.
 - (5) Unit weight and water content determinations.
 - (6) FAA soil classifications for all samples.
4. Complete necessary topography and site surveying, including establishment of project control points.

5. Complete pavement section alternatives analysis and provide recommendations including:
 - a. Conduct an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for up to three alternatives.
 - b. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding.
6. Complete preliminary plan and profile design for the runway, taxiway, and apron area.
7. Complete preliminary runway lighting, signing, and system circuitry layout.
8. Provide recommendations for construction phasing to the sponsor for their review.
9. Complete estimates of probable construction costs for the recommended alternatives.
10. Provide five sets of review documents.
11. Complete the preliminary design report including:
 - a. Geotechnical investigation.
 - b. Topographical survey.
 - c. Preliminary plans.
 - d. Pavement section design and analysis.
 - e. Drainage design analysis.
 - f. Estimates of probable construction costs.
 - g. Final summary and recommendations.
 - h. Phasing and scheduling recommendations.
12. Solicit comments on preliminary design from airport personnel and the FAA.

PHASE 3 - FINAL DESIGN

In the decision phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
3. Provide Engineering Report.
4. Develop specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the sponsor.

5. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines and in accordance with the Airport Certification Manual.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete final quantity calculations.
10. Solicit sponsor and FAA review and approval.
11. Provide ____ sets of contract documents.
12. Assist airport with advertising and interpretation of project requirements.
13. Assist airport with preparation of the FAA application.
14. Provide review of all submittal and shop drawings during construction.
15. Provide technical assistance and recommendations to the sponsor during construction.
16. The following project schedule will be utilized unless otherwise approve by the sponsor: Taxiway A South and the Holding Apron portion of the project will be phased to be constructed on an accelerated basis to be completed within two (2) months of the construction consultant's notice to proceed or earlier, if possible. During construction, runway 18L/36R will be kept in service at all times. The project limits will be defined such that the construction activities will not impact the operation of the runway as defined by airport and FAA operational criteria.
17. The construction budget for the project is \$____, including construction change order contingency. The consultant will evaluate the feasibility of this budget and keep the sponsor apprised during each phase of the design. The consultant will advise the sponsor as to options available for reducing construction costs to stay within the budget, if it appears that likely consultant bid prices will exceed this budget.

The design schedule is anticipated to be as follows:

Commission Authorization of Consultant Contract - 10/10/XX
Contract Execution - 10/10/XX
Start Design - 10/11/XX
50 Percent Design Review - 11/22/XX
Complete Design, Submit Estimates, Plans and Specs for Review 1/12/XX

Advertise for Bids - 3/21/XX
Open Bids - 4/11/XX
Prepare Award Memo - 4/12/XX
Award Construction Contract - 4/25/XX
Construction Contract Executed - 5/08/XX
Construction Notice to Proceed - 5/14/XX

Complete Taxiway A South & Holding Apron - 7/13/XX
 Complete Hardstand Construction - 11/01/XX

PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the consultant will assist the sponsor to monitor and document progress for quality and cost. Review consultant payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

ACTIVITIES

1. Assist with prebid conference and bid opening. Issue addenda, prepare an abstract of bids, and make recommendations for award.
2. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.
3. Solicit and review bonds, insurance certificates, construction schedules, etc.
4. Conduct preconstruction conference.
5. Complete construction staking, provide horizontal and vertical control.
6. Provide resident project representative to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
7. Prepare change orders and supplemental agreement, if required.
8. Prepare and submit inspection reports.
9. Prepare and confirm monthly payment request.
10. Conduct necessary quality control testing.
11. Conduct and document periodic wage rate interviews.
12. Conduct a final project inspection with airport personnel, the FAA, and the consultant.
13. Prepare as-constructed drawings and the final project from information furnished by the consultant.

C.3 Example 2. Planning Services Scope.

AIRPORT LAYOUT PLAN UPDATE

ANYTOWN MUNICIPAL AIRPORT

The purpose of this Airport Layout Plan Update (ALPU) is to identify potential development options specifically associated with closed Runway 10-28 at Anytown Municipal Airport. The existing Airport Layout Plan (ALP) is an integral component of the Airport Master Plan Update (AMPU) completed in 2005, which was based on data compiled in the mid-2000s, which is now nearly 10 years old. Since that time, a number of critical growth and operational issues have

surfaced that need to be assessed and factored into the preferred layout plan. Included in this assessment is a fresh look at terminal area development, growth within the adjoining (off-airport) industrial park, and an evaluation of airport land usage for aeronautical/nonaeronautical purposes.

This ALPU will help the community focus on the best course of action for continued development of the airport, by identifying the key critical issues the airport faces in the next five to ten years.

CRITICAL ISSUES

Anytown is in a multiyear airport development plan that includes the reconstruction of Runway 15-33, expansion of hangar and aircraft parking facilities, construction of an airport access road, plus plans for the development of a new terminal building, expanded aircraft parking, and fueling facilities.

The airport is now in a position to start focusing on long-term landside development, particularly along the closed runway, with a realistic assessment of the existing terminal area configuration on the east end of the closed runway. An equally important component of this study is the identification of aviation development limits on the west end of the closed runway over the next 20 years. These limits are critical to future expansion of both the airport and adjacent industrial park.

TASKS

XYZ Company proposes to provide the following services. To the maximum extent possible, and unless otherwise noted, data from the most recent AMPU and ALP will be used. In the interest of cost savings, updated aerial mapping will not be obtained for this project. XYZ Company will rely on existing data.

CONCEPT

XYZ Company will prepare a written report and update the ALP, focusing on development of airport landside facilities, with emphasis on the closed runway, and the limits of compatible aviation development. Findings will be presented in written form at key phases through the term of this project, with each subsequent part building on previously submitted information. This concept will result in the development of a complete draft report that will then be updated to reflect agreed upon changes, resulting ultimately in the final ALPU.

TASK A - STUDY DESIGN/ADMINISTRATIVE

1. Project Scoping Meeting. The consultant will arrange and attend a project scoping meeting with the FAA, state, and city of Anytown (Sponsor) to review the project scope and tasks and to confirm the specific requirements of the ALPU.
2. Refine Scope of Services. XYZ Company will refine and prepare a detailed scope of services and fee to complete the defined tasks for submission to the sponsor, state, and FAA.
3. Prepare Grant Application. XYZ Company will prepare and submit applications for Federal assistance. The sponsor will sign and distribute the applications to state and FAA. The grant application will be submitted on or about April 15, 20XX.

4. Attend City Council Meeting. XYZ Company will attend a regularly scheduled city council meeting for the purpose of answering questions and addressing issues concerning this project.
5. Grant Administration.
 - a. XYZ Company will submit a monthly invoice to the sponsor, including supporting documentation which specifically describes the work and other items for which the billing is submitted. The billing report will also include an estimate of the percent complete of each task appearing on the report. The sponsor will be billed on a monthly basis for all work conducted in association with this project.
 - b. The FAA and state will reimburse the sponsor for these fees through the grant reimbursement process. XYZ Company will prepare these grant reimbursement requests for the sponsor's signature and distribution to the FAA and state. It is anticipated that seven grant reimbursement requests will be prepared during the life of this project.

TASK B - ALPU REPORT

XYZ Company will prepare an ALPU report consisting of five chapters and various appendices, developed in two phases (draft and final).

Chapter 1 - Inventory and Forecasts

1. Update Existing Activity: This task will update existing based aircraft totals and evaluate current aircraft operations using industry standards, observations, and discussions with airport operators and users. The sponsor will provide XYZ Company with an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the sponsor and one copy each to the state and FAA. It is recommended that the sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the sponsor's webmaster or information technology (IT) department.

8. Meeting. XYZ Company will present the Inventory and Forecast data to the sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 2 - Demand/Capacity Analysis & Facility Requirements. Pending receipt and resolution of comments from the sponsor, state, and the FAA on Chapter 1, XYZ Company will prepare Chapter 2. XYZ Company will review and respond to comments to all parties.

1. Landside Facility Capacities: XYZ Company will identify the capacity of the existing landside facilities including, but not limited to aviation facilities: hangars, aircraft parking, fuel facilities; compatible non-aviation facilities: industrial park; and common facilities: automobile parking and access roads
2. Airside Facility Requirements: This ALPU will not evaluate airside facilities (runway, taxiways, etc).
3. Landside Facility Requirements: XYZ Company will evaluate existing landside facilities and compliance with FAA safety and design requirements. Based on the safety and capacity computations as well as the forecasts of aviation demand for the airport, XYZ Company will identify the needed improvements for the landside facilities (i.e., hangars, aircraft parking, automobile parking and access, and aircraft fueling facilities).
4. Forward Draft Findings: XYZ Company will prepare and submit the Capacity and Facilities Chapter, providing 10 copies of the draft chapter to the sponsor and one copy each to the state and FAA.
5. Meeting. XYZ Company will present its findings from the first two chapters to the sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 3 - Alternative Developments. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 2, XYZ Company will prepare Chapter 3. XYZ Company will review and respond to comments to all parties.

1. Identify Limits of Short-Term Aviation Development. Based on previously developed forecasts (Chapter 1) and identified facility needs (Chapter 2), XYZ Company will identify areas of airport property that can be used for future airport development. Emphasis will be placed along the entire close runway corridor, with particular attention given to realistic development of the existing terminal area.
2. Identify Potential Nonaeronautical Use. XYZ Company will analyze future aviation needs (projected in 5, 10, and 20 year periods) and then identify on-airport areas potentially available for compatible nonaeronautical use. Emphasis will be placed on development in the area along or in the vicinity of the west end of the closed runway.
3. Identify Development Alternatives: The objective of this task is to identify feasible landside alternative development plans for the airport based on Tasks A and B above. While a variety of alternative solutions could be considered, for the purposes of this study, XYZ Company will develop a series of possible alternatives consistent with the needs of the sponsor.
4. Forward Draft Findings: XYZ Company will prepare and submit the Alternatives Chapter addressing the tasks in this chapter, providing 10 copies of the draft chapter to the city, and one copy each to the state and FAA.

5. Preferred Alternative Meeting: XYZ Company will meet with the sponsor to assist him in evaluating and selecting the preferred alternative. Subsequent to the selection of the preferred alternative, XYZ Company will complete and submit an updated Alternatives Chapter to all parties.

Chapter 4 - Environmental Evaluation. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 3, XYZ Company will prepare Chapter 4. XYZ Company will review and respond to comments to all parties.

1. Identify Existing Environmental Conditions.
 2. This task will include the collection of data to identify protected resources and environmental issues as defined by the 23 impact categories found in FAA Order 5050.4, Airport Environmental Handbook, in the vicinity of the airport that are anticipated to be impacted by the proposed capital improvements or existing operations. A review of existing data and coordination with appropriate regulatory agencies will identify potential protected resources and issues important to the human and natural environment that may require additional data collection beyond the scope of this study. XYZ Company will conduct one site visit to compare existing conditions to written data.
 3. In addition, XYZ Company will review previous environmental permitting and, if applicable, protected resource mitigation performed as part of previous airport and industrial park improvement projects. This information will be useful to the sponsor when future environmental permits need to be obtained.
 4. Delineated flagged wetlands will be identified and evaluated using the current Federal and State (and local, if applicable) methodologies. These wetland boundaries, which are already digitized, will be placed on the appropriate airport plans and figures.
5. Identify Potential Adverse Impacts: Based upon the recommended airport improvements identified as the preferred alternative, potential impacts to the environment that are protected by local, State, and Federal regulations will be identified for the first five years of the planning period.
6. Describe Regulatory Requirements: XYZ Company will identify the permit requirements for the anticipated first five years of airport improvements. This information can then be used to plan the phasing requirements for each project (refer to Chapter 5 – Implementation Schedule & Financial Analysis).
7. Forward Draft Findings: XYZ Company will prepare and forward the Environmental Chapter covering the tasks described in this section. This chapter will provide the basis for the environmental permitting requirements and financial impacts presented in Chapter 6. XYZ Company will provide copies as previously described above.

Chapter 5 - Implementation & Financial Analysis. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 4, XYZ Company will prepare Chapter 5. XYZ Company will review and respond to comments to all parties.

1. Implementation Schedule. Based on the adopted preferred alternative, a phased implementation schedule will be developed. This schedule will be based on demand levels and their estimated timeframes for realization. This schedule will not only include the

development previously mentioned, but also major maintenance projects that were identified and necessary to maintain the viability of the airport.

2. Capital Improvement Plan. The ALPU will include a CIP using planning-level opinions of cost for each of the projects, both for development and maintenance of the airport. The distribution of eligible costs between the sponsor, state, FAA, and private investors will be evaluated for the presence of extensive financial burdens during any one timeframe; if necessary, projects may be shifted to offset this burden.
3. Funding Sources: XYZ Company will identify typical and potential funding sources for paying for proposed airport improvements or necessary maintenance projects.
4. Forward Draft Findings. XYZ Company will prepare and forward the Implementation Schedule and Financial Analysis Chapter covering the tasks described in this section. This chapter will provide the basis for future capital planning considerations on the part of the state and FAA. XYZ Company will provide copies as previously described above.

TASK C – UPDATE ALP

Three key components of the ALP will be updated: Existing Airport Layout Plan, Terminal Plan, and Ultimate Airport Layout Plan. The Approach Plan and Profile, Land-Use, and CFR Part 77 Analysis sheets **will not** be updated. Based on the selection of the preferred alternative, several drawings of the existing ALP set will require revisions and updating. All plans will be prepared to conform to state and FAA CADD standards and will be made available in electronic format.

1. Existing Airport Facilities Plan: This drawing will be updated reflecting changes since completion of the existing drawing. This drawing will be prepared at a scale of either 10 = 3009 or 10 = 4009.
2. Ultimate Airport Layout Plan: This drawing will be revised reflecting the preferred alternate layout. This drawing will be prepared at a scale of either 10 = 3009 or 10 = 4009.
3. Terminal Area Plan: This drawing will be prepared at a scale of either 10 = 509 or 1009 reflecting the revised preferred layout.
4. Forward Draft Findings: XYZ Company will prepare and submit the revised ALP drawings. One full-size 240 x 360 set will be provided each to the sponsor, FAA, and the state. In addition, a reduced 110 x 170 set will be provided in Adobe PDF to the sponsor's webmaster for inclusion on the city's website.

TASK D – FINAL DOCUMENTATION

1. Final Meeting. XYZ Company will hold a final project meeting with the sponsor, state, and FAA to review the project and solicit all final comments.
2. Final Report. Pending receipt of comments from all interested parties, a final ALPU report will be prepared. Bound, printed copies will be distributed to the sponsor, state, and FAA. Additional copies of the final report will be available upon request on CD-ROM in Adobe PDF format.
3. Airport Layout Plan. Four (4) full-size sets of the final ALP set will be distributed to the sponsor, state, and FAA for approval signatures. All signatory parties and XYZ Company will receive one (1) signed ALP set for their files.

ANTICIPATED PROJECT SCHEDULE

The following anticipated project schedule is based on the timely receipt and resolution of comments from the sponsor, state, and FAA:

Anticipated Project Schedule

Task	Date
Study Design	May 20XX
Inventory and Forecasts	June 20XX
Capacity Analysis and Facility Requirements	August 20XX
Alternatives Development	September 20XX
Environmental Evaluation	October 20XX
Financial Analysis	November 20XX
Airport Plans	December 20XX
Final Documentation	January 20XX

C.4 Example 3. Construction Services Scope.**DESIGN AND CONSTRUCT 6-UNIT HANGAR****ANYTOWN MUNICIPAL AIRPORT****ARTICLE A - DATA COLLECTION AND PROJECT DEVELOPMENT**

1. **Pre-design Conference** - A representative of the engineer will attend a pre-design meeting at the offices of the state to provide the representatives of the owner, the FAA, and the state with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The engineer will coordinate the date and time of the pre-design conference via teleconferences, letters, faxes and emails to the representatives of the owner, the FAA and the state. The engineer will prepare a presentation of the project components for discussion at the pre-design conference. The engineer will use the Airports Division Pre-design Conference Form XX to determine the design and construction parameters that will be used for this project.
2. **Review and Evaluate Existing Data** - The engineer will compile the existing data that was prepared for previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.

3. Site Location Survey - The engineer will retain a professional land surveyor who is licensed in the State to provide site location survey services in the vicinity of the proposed hangar project area sufficient to prepare the project plans. The land surveyor may be required to locate the pertinent existing physical features within the vicinity of the project including pavements, drainage structures, swales and ditches, fence lines, property lines, rights-of-way, and tree and brush lines. The engineer will incorporate the results of the survey into the project plans to supplement the available existing data for the project locations.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the data collection and project development phase of the work in the form of subconsultant costs for land surveying. These costs will be included in the engineer's contract with the owner.

ARTICLE B - DESIGNS, PLANS AND SPECIFICATIONS

1. Project Plans - The engineer will prepare preliminary and final plans based on the existing conditions plans that were prepared during the data collection phase of the project. The engineer will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the project area for the construction of the hangar. The engineer will evaluate the project work area to identify other necessary incidental improvements that should be included in the project. The engineer will incorporate the electrical and structural plans into the project plans. The engineer will coordinate the development of the project plans with the staff of their aviation planning and environmental departments including:

- Title sheet
- Site plan
- Grading Plan
- Civil Details
- Cross Sections
- Hangar Elevations and Details
- Floor Plan and Details
- Foundation Plan and Details
- Building Details and Typical Sections
- Electrical Layout Plan
- Electrical Schedules and One-Line Diagram
- Electrical Specifications

- a. The engineer will distribute the preliminary plans to the owner, the state, and the FAA for review. The engineer will provide the owner with one (1) set of preliminary plans for review and comments. The engineer will provide the state with two (2) sets of preliminary plans for review and comments. The engineer will provide the FAA with five (5) sets of preliminary plans for review and comments. The engineer will further develop the preliminary plans into final plans subsequent to the review and comment period.
 - b. The engineer will distribute the final plans to the owner, the state, and the FAA. The engineer will provide the owner with one (1) set of final plans. The engineer will provide the state with one (1) set of final plans. The engineer will provide the FAA with one (1) set of final plans.
2. Project Specifications and Contract Documents – The engineer will prepare preliminary and final specifications and construction contract documents based on the preliminary and final plans. The engineer will incorporate the electrical and structural specifications into the project specifications. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.
 - a. The contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Anytown USA.
 - b. The engineer will distribute the preliminary specifications and contract documents to the owner, the state, and the FAA for review and approval. The engineer will provide the owner with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the state with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the FAA with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will further develop the preliminary specifications and contract documents into final specifications and contract documents subsequent to the review and comment period.
 - c. The engineer will distribute the final specifications and contract documents to the owner, the state, and the FAA. The engineer will provide the owner with one (1) set of final specifications and contract documents. The engineer will provide the state with one (1) set of final specifications and contract documents. The engineer will provide the FAA with one (1) set of final specifications and contract documents.
3. Estimates - The engineer will prepare estimates of material quantities and construction costs based on the plans, specifications, and environmental permitting requirements. The engineer will incorporate the electrical and structural estimates into the project estimates. The

estimates will be distributed to the owner, the state, and the FAA for review and modification. The owner, the state and the FAA each will be provided with one (1) copy of the estimates.

Note: The construction cost estimates will reflect the engineer's opinion of probable construction costs and will be based on the engineer's experience with similar recent construction. The engineer has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The engineer cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final project construction cost.

4. Electrical Design, Specifications and Estimates - The engineer will utilize the staff of their electrical division for the design of the electrical components of the hangar building. The engineer will visit the project site to determine the availability and suitability of the existing electrical system for the proposed project. The engineer will prepare electrical plans in the form of one line diagrams, electrical service installation details, panel schedules, lighting plan, power plan, and fixture schedule. The engineer will prepare electrical specifications and cost estimates for the construction of a pre-engineered metal building. The engineer will incorporate the electrical plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
5. Structural Design, Specifications and Estimates - The engineer will utilize the staff of their structural division for the design of the structural components of a hangar building measuring approximately 33-feet wide by 252-feet long. The engineer will visit the project site to determine the suitability of the proposed site for the hangar building. The engineer will utilize the geotechnical data compiled for the recent runway, taxiway, and apron reconstruction projects to evaluate the suitability of the existing soils to design the building foundation. The engineer will prepare structural plans in the form of building elevations, floor plans, foundation plans, reinforcing plans, structural cross sections, and details suitable for establishing the requirements of a pre-engineered metal building. The engineer will prepare structural specifications and cost estimates for the construction of the pre-engineered metal building. The engineer will incorporate the structural plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
6. Quality Control and Design Review - The engineer will conduct in-house quality control and design review meeting with experienced representatives of the engineer. The engineer will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. The electrical and structural plans will be reviewed separately by senior staff members in those disciplines. Subsequent to the independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE C - ENVIRONMENTAL SERVICES

1. **Regulatory Review** - The engineer will evaluate the preliminary design of the project to determine the environmental impacts of the project. The engineer will review the latest pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. The engineer will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the project based on the anticipated final design and its potential environmental impacts. The engineer will contact regulatory authorities through telephone calls, letter correspondence, fax, and email to confirm environmental, aviation, and municipal zoning regulations. The engineer will review the available environmental documents including the airport master plan and wetlands studies for environmental issues and recommendations. The engineer will incorporate the recommendations of the regulatory agencies into the final design of the project to mitigate the environmental aspects of the project.
2. **Facility Storm Water Pollution Prevention Plan** - The engineer will amend the owner's airport Storm Water Pollution Prevention Plan (SWPPP) which was prepared in 1996 for the owner's airport industrial use as required by the National Pollution Discharge Elimination System (NPDES) regulations. The engineer will prepare a revised airport base map depicting the hangar development and other incidental changes. The engineer will prepare a narrative describing the changes at the airport. The engineer will deliver the revised base map and narrative to the owner for inclusion in the SWPPP as an appendix.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, permit application fees, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE D - PROJECT ADMINISTRATION

1. **Scope of Services and Contract** - The engineer will communicate and coordinate with the owner via telephone, letters, fax, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The engineer will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the owner, the state, and the FAA for review and approval. The engineer will coordinate the preparation of the contract with the staff of their planning, CADD, and environmental departments.
 - a. The engineer will make changes to the work scope narrative and the fee schedules of the selected proposal. The engineer will make changes to the contract document standard provisions at the request of the owner's legal counsel and with the approval of the engineer's executive management. The engineer will prepare letters of transmittal and will distribute three (3) copies the final contract to the owner and the engineer's executive management for original authorized signatures. The engineer will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the owner, one (1) signed original copy to the engineer's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.

2. FAA Grant Application - The engineer will prepare seven (7) copies of the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances. The engineer will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The engineer will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer.
3. Executive Order 12372 - The engineer will communicate with the Anystate Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The engineer will prepare and submit six (6) copies of the submission package with a cover letter. The engineer will also prepare and deliver one (1) submission package with a cover letter directly to the U.S. Fish and Wildlife Service to facilitate Federal agency review of the proposed project. The engineer will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.
4. Reimbursement Requests - The engineer will prepare the Federal and State reimbursement requests using FAA Forms 5100-X and 5100-6X and State Form 55XX including letters of transmittal to the FAA and state. The engineer will compile the sponsor administration costs, engineering costs, subconsultant costs and construction costs. The engineer will submit five (5) copies of each reimbursement request package to the owner with transmittal letters for signature and forwarding to the FAA and the state for payment. It is anticipated that a total of six (6) reimbursement request packages including the final reimbursement request will be prepared and submitted during the course of the project.
 - a. The engineer will compile, review, and approve the consultant's construction cost data and will prepare FAA Form 51XX-8 periodic cost estimates. The engineer will submit seven (7) copies of the periodic cost estimates to the consultant for signature and return to the engineer for inclusion in the reimbursement request packages. It is anticipated that a total of four (4) periodic cost estimates will be prepared and submitted during the course of the project.
5. In-House Administration - The engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The engineer will prepare an in-house project work plan for distribution to the engineer's design team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.
6. Outside Administration - The engineer will provide general project administration and coordination including disseminating interim project data and information to the owner, the state, the FAA, and the engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the owner, the state, and the FAA of new developments throughout the design phase of the project.

7. Accounting Administration - The engineer will provide general project administration and coordination with the staff of their accounting department. The engineer will prepare the internal close out forms. The engineer will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The engineer will prepare and submit monthly invoices to the owner for services provided to the owner and for costs incurred by the engineer and their subconsultants. It is anticipated that a total of six (6) invoices will be prepared and submitted during the course of the project.
8. Miscellaneous Administration - The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the owner, the state, the FAA, and other interested parties; disseminating interim project information to the owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
9. Disadvantaged Business Enterprise Program - The engineer will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The engineer will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the Federal fiscal year 20XX. The engineer will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The engineer will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The engineer will deliver the advertisement to the owner to publish in one (1) newspaper as a public notice to provide a thirty day public comment period. The engineer will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The engineer will prepare the DBE program annual update on Form 4XXX at the conclusion of Federal fiscal year 20XX to reflect the actual DBE utilization on airport projects.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE E - BIDDING SERVICES AND CONSTRUCTION ARRANGEMENTS

1. Bid Documents - The engineer will prepare XX sets of bid documents comprising the construction plans, construction specifications, and construction contract in accordance with the requirements of the owner, the state, and the FAA.
2. Bid Advertisement - The engineer will prepare a legal advertisement and deliver it to three (3) newspapers to publish as a solicitation for construction bids in accordance with the owner's bidding procedures. The engineer will deliver the bid advertisement to five (5) plan viewing rooms for publication in order to maximize the project exposure and generate widespread consultant interest in the project. The engineer will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The engineer will notify the state and the FAA of the project's advertisement.

3. **Distribute Bid Documents** - The engineer will contact consultants who are potential bidders in order to maximize consultant participation in the project. The engineer will issue the bid documents to the interested bidders and to five (5) plan viewing rooms. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.
4. **Pre-Bid Conference** - The engineer will attend the pre-bid conference at the airport to present the project to interested parties and to answer consultants' and subconsultants' questions. The engineer will conduct a site walk of the project area to allow the consultants and subconsultants to observe the existing conditions first-hand and to ask questions regarding their observations. The engineer will prepare written responses to questions that require additional information that is not available at the time of the pre-bid conferences. The engineer will distribute the responses to the bid document recipients and pre-bid conference attendees.
5. **Bid Questions and Addenda** - The engineer will answer questions and provide technical advice to the potential bidders concerning the bid documents. The engineer will answer questions and provide technical advice to the owner concerning the bid documents. The engineer will prepare and issue one (1) addenda to the bid document recipients to clarify, modify, or correct the bid documents.
6. **Bid Analyses, Recommendation and Award** - The engineer will conduct a detailed analysis of the consultants' bids for completeness and accuracy and will note omissions and discrepancies. The engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The engineer will write a letter to the owner recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the owner, the state and the FAA, the engineer will issue a written notification to the successful bidder informing the bidder of the bid results. The engineer will disseminate the bid results to the plan viewing rooms.
7. **Bid Sureties** - The engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results. The engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The engineer will return the bid surety to the second low bidder after the successful bidder has executed the construction contract.
8. **Consultant Coordination** - The engineer will prepare six (6) copies of the consultant's bid proposal package for use as the construction contract document. The engineer will coordinate with and provide information to the consultant to facilitate the preparation and execution of the construction contract document. The engineer will review the consultant's construction contract for accuracy and completeness before submitting the document to the owner for final signatures. The engineer will prepare a checklist of tasks to be performed by the owner to fully execute the construction contract. The engineer will distribute the construction contract documents at the preconstruction conference.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey

materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE F - CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the owner, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the owner and the consultant.
3. Construction Administration - The engineer will provide general consultation and advice to the owner during the construction phase of the project. The engineer will provide general coordination between the owner, the state, and the FAA during the construction phase of the project. The engineer will assist the owner with the preparation and issuance of change orders, recommend construction specification waivers, and advise the owner as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the owner, the FAA, and the state.
 - a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.
 - b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the

owner and representatives of the electrical and structural divisions. The engineer's representatives will meet with the representatives of the owner and the consultant to discuss the project's progress and to identify areas of concern to facilitate the construction.

5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the owner, the FAA, the state, the resident engineer, and the consultant. The engineer will prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the owner, the FAA, the state, the resident engineer, and the consultant.
6. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the owner, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of mylar copies of the record drawings to the owner after the record drawings have been signed by all parties. The engineer will provide the owner with electronic files of the record drawings in AutoCAD DWG format and PDF format on CD-ROM.
7. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Ultimate Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
8. Airport Terminal Area Plan Drawing - The engineer will update the electronic version of the Airport Terminal Area Plan drawing which is identified as Sheet 4 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project and previous airport development.
9. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the owner, the FAA and the state.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and long distance telephone calls from the field. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the construction administration phase of the work in the form of subconsultant costs for geotechnical testing services. These costs will be included in the engineer's contract with the owner.

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

1. Resident Engineer - The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The resident engineer will be available for both full-time and part-time construction observation services during the 90 calendar day duration of the project as required by the nature of the ongoing construction activities.
 - a. For budgeting purposes, the resident engineer can be available sixteen (16) hours per week for twelve (12) weeks including travel time for a total of 192 hours during the course of the construction. The resident engineer can also be available for eight (8) hours to attend the final inspection. Variations to this proposed manhour distribution may be necessary as the work progresses but must not exceed 200 manhours. Additional manhours for the resident engineer must be addressed by a supplemental agreement.
 - b. The resident engineer will be the engineer's primary contact with the consultant and their subconsultants during the course of construction. The resident engineer will be available to meet with the representatives of the owner, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
 - c. The resident engineer will monitor and coordinate the construction progress; will coordinate with the owner, the engineer, and the consultant; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
 - d. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved by the consultant and will submit the reports to the engineer for review.
 - e. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their subconsultants' personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
 - f. The resident engineer will assist the consultant with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The consultant's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of

the construction survey data and to generate electronic drawings, sketches, and details at the request of the resident engineer to facilitate the construction.

Expenses - The engineer will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, blueprints, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the technical observation phase of the work in the form of geotechnical subconsultant costs for quality assurance testing of construction materials and practices. These costs will be included in the engineer's contract with the owner.

APPENDIX D. CONSULTANT SERVICES FEE/COSTS SAMPLE

This example can be modified as necessary for any type of project.

Airport: _____

Project: _____

Date: _____

THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE
USED

TASKS	EMPLOYEE CLASSIFICATIONS					
	DIRECTOR AVIATION	PROJECT MANAGER	AIRPORT PLANNER	ENVIRO. ANALYST	CADD TECH	CLERICAL
1 Project Scoping Meeting						
2 Refine Scope and Fee						
3 Prepare Grant Application						
4 Attend City Council Meeting						
5 Update Existing Activity						
6 Field Inventory						
7 Identify On-Airport Developable Land						
8 Evaluate Existing Lease Agreements						
9 Update 1999 Forecasts						
10 Review and Respond to Comments						
11 Landside Facility Capacity & Requirements						
12 Meeting						
13 Review and Respond to Comments						
14 Identify Limits of Aviation Development						
15 Identify Development Alternatives						
16 Review and Respond to Comments						
17 Identify Existing Environmental Conditions						
18 Describe Regulatory Requirements						
19 Prepare and Forward Draft Findings						
20 Implementation Plan & Capital Improvement Plan						
21 Existing Airport Facilities Plan						
22 Ultimate Airport Layout Plan						
23 Final Meeting						
24 Prepare and Forward Final Report						
25 Prepare and Forward Final Airport Layout Plan						
TOTAL HOURS	0	0	0	0	0	0
HOURLY RATE	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0
Direct Nonsalary Expenses						
Travel (x miles at \$x.xx/mile)	\$0.00					Total Direct Salary Costs \$0.00
Per Diem	\$0.00					Overhead (xxx % of Direct Labor Costs) \$0.00
Reproduction	\$0.00					Total Labor Cost \$0.00
Testing	\$0.00					Fixed Fee (xx % of Total Labor Cost) \$0.00
Consultants/Outside Services	\$0.00					Subtotal \$0.00
Other	\$0.00					Total Direct Nonsalary Expenses \$0.00
Total Direct Nonsalary Expenses	\$0.00					TOTAL COST (Total Labor, Fixed Fee & Expenses) \$0.00

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APPENDIX E. DETAILED FEE/COST ANALYSIS SAMPLE

DATE: _____

PROJECT: _____

ESTIMATED CONSTRUCTION COSTS (ECC): \$ _____

ESTIMATED CONSTRUCTION DURATION: _____

i.e. calendar days

**THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE
USED**

ITEM	SPONSOR'S INDEPENDENT ESTIMATE	CONSULTANT FEE PROPOSAL	NEGOTIATION	
			DIFFERENCE	OBJECTIVE
Wages and Overhead	\$	\$	\$	
Overhead Percent				
Principal \$/Hour				
Project Manager \$/Hour				
Civil Engineer \$/Hour				
Electrical Engineer \$/Hour				
CADD Technician \$/Hour				
Resident Engineer \$/Hour				
Inspector \$/Hour				
Project Engineer (Construction) \$/Hour				
Surveyor \$/Hour				
2-Man Crew				
WORKHOURS				
Principal				
Project Manager				
Civil Engineer				
Electrical Engineer				
CADD Technician				
Resident Engineer				
Inspector				
Project Engineer (Construction)				
Surveyors				
Workhour Totals				
Geotech	\$	\$	\$	
Travel	\$	\$	\$	
Printing	\$	\$	\$	
Total Fee	\$	\$	\$	
As percent of ECC				

EMPLOYEE
CLASSIFICATIONS AND THEIR
TITLES VARY WITH EACH
CONSULTANT AND THE
PROJECT SCOPE

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APPENDIX F. RECORD OF NEGOTIATIONS SAMPLE**ARCHITECTURAL AND ENGINEERING SERVICES**

DATE:

Job Title

Location:

Anticipated A.I.P. Grant:

1. The consulting firm of XYZ was selected on January 21, 20XX, from those consultants who submitted their qualifications. A scope of work and detailed independent cost estimate in the amount of \$44,364 for the design phase and \$54,956 for the construction phase were prepared by the sponsor on February 21 and submitted to the ADO on February 23.
2. The scope of work and request for fee proposal were sent to XYZ Consultants on February 23.
3. The meeting was held on February 27 with the sponsor, consultant, and FAA to ensure the consultant had a thorough understanding of the scope of work.
4. The consultant submitted their fee proposal for the work on March 2, broken down as follows:
 - Design Phase \$58,224
 - Construction Phase \$66,345
5. A detailed cost analysis comparing the detailed independent estimate with the consultant's fee proposal was done on March 6 and negotiation objectives were established.
6. The sponsor's negotiator, Mr. A called Mr. X of XYZ Consultants on March 7 to discuss the fee proposal. It was agreed that the construction duration of 60 days was adequate. The consultant was told that their overhead rate appeared high and asked to submit a detailed statement of overhead expenses for the previous year to verify their rate. Also the man hours for the principal and project manager seemed excessive. It was also noted that both a resident engineer and an inspector were not needed on the construction site fulltime. The surveying manhours during construction were also excessive. The consultant agreed to revise their fee proposal and resubmit it to the sponsor.
7. The consultant submitted a revised fee proposal for the work on March 9, broken down as follows:
 - Design Phase \$51,286
 - Construction Phase \$59,432
8. The detailed cost analysis was revised on March 12 to reflect the consultant's revised fee proposal.
9. The sponsor's negotiator met with Mr. X of XYZ Consultants at the sponsor's office on March 13. Ineligible costs for entertainment and interest expense were deleted from the consultant's overhead and an acceptable overhead rate of 134 percent was agreed upon. A combined time of 60 man hours for the principal and project manager were agreed upon allowing 15 for the principal and 45 for the project manager. The consultant's figures of 302

civil work hours, 120 electrical work hours, and 410 drafting work hours were accepted. The consultant agreed to have a full time inspector on the job with a resident engineer also on the job one third of the time. The construction surveying work hours were reduced to 32 hours of a three-man crew. The consultant agreed to make the discussed changes and submit a final fee proposal.

10. The consultant submitted a final fee proposal for the work on March 14, broken down as follows:

Design Phase \$47,324

Construction Phase \$56,658

11. The final fee proposal is considered reasonable by the sponsor. A contract has been prepared for the agreement between the sponsor and consultant. The scope of work, draft contract, sponsor's independent cost estimate, consultant's fee proposals with revisions and detailed cost analysis are attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
12. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Sponsor's Signature

APPENDIX G. ALTERNATIVE PROJECT DELIVERY SYSTEMS

G.1 Alternative Project Delivery Systems.

G.1.1 Alternative project delivery systems (APDS) are popular construction methods in State and local governments. The philosophy behind these types of delivery systems is that there is a potential to reduce delivery time and minimize change orders that results in overall lower costs and greater efficiency.

G.1.2 Before undertaking alternative project delivery for an AIP funded project, the conditions for the project must be evaluated to determine if alternative delivery is more beneficial than the traditional design-bid-build method. The information contained in this appendix is offered to provide Sponsors with some insight when pursuing alternative project delivery. Sponsors should follow all applicable State and local laws but must include the required Federal contract clauses and provisions in the procurement documents. See Title 2 CFR § 200.326.

G.2 Alternative Project Delivery System Requirements.

The ADO must approve the use of an alternative project delivery system in advance of the project starting. The Sponsor must submit the following documentation to the ADO for review:

1. A description of the delivery system to be used.
2. A full description of the project with preliminary drawings of the proposed work.
3. Documentation that provides the reason and justification for using the alternative delivery system.
4. Documentation that the selection process is allowed under State or local law.
5. An organizational chart that shows contractual relationships between all the parties.
6. A statement describing what safeguards are in place to prevent conflicts of interest.
7. Documentation that the system will be as open, fair and objective as the traditional design-bid-build project delivery system.
8. Documentation of the amount of experience the parties involved in the project have in the proposed project delivery method.

G.3 Alternative Project Delivery Items Not Allowed Under AIP.

Because of federal contract and procurement requirements, some of the characteristics of APDS are not eligible on AIP funded projects. Some of these include:

1. Early completion bonuses
2. Cost overruns greater than 15%
3. Shared cost savings

4. Sponsor contingency costs
5. Price escalation
6. Sponsor insurance costs
7. In-state or local preferences

G.4 **Design-Build Project Delivery.**

G.4.1 49 U.S.C §47142 establishes design-build contracting as an approvable form of project delivery under AIP. Under the statute, design-build contracting is defined as an agreement that provides for both design and construction of a project by a single contractor. That contractor holds responsibility for the entire contract. Design-build may provide cost savings because of time savings in the contracting process as well as earlier start of construction.

G.4.2 Design-build project delivery can be performed by a single company with both design and construction ability in-house, or by a joint venture working under a single design-build contract. Design-build services can be performed under all the contractual methods used for construction including lump-sum, cost reimbursable with not-to-exceed ceiling (excluding cost-plus-percentage of costs) and time and material. If an outside firm is used to develop the initial qualifications package, that firm may not participate as a competing party or sub-party in step 2. However, they may participate as a Sponsor representative on the selection board. Design fees are part of the overall contract price, but are separated as a subset of the total price. Contracting for design-build services can be done through a two-step Competitive Proposal Selection (CPS) as described below:

1. **Step one:** The Sponsor prepares a design criteria package for the project using in-house staff or a separate professional services firm. The Sponsor also advertises for Design-Build firms or Joint Ventures to submit a qualifications package for consideration of the proposed project. Interested firms will respond to the solicitation, and are short-listed using a similar process used for QBS.
2. **Step two:** The design criteria package is issued to the short listed firm or teams, who respond with separate technical and price proposals. 49 U.S.C §47142 requires at least 3 firms submit proposals. Technical proposals which include preliminary drawings, outline specifications, and project schedules, are evaluated first, using a numerical **points earned** system. Then, price proposals are opened and prices are factored into the **points earned** system to decide the final selection

G.5 **Construction Manager-At-Risk (CM-A-R).**

G.5.1 Utilizing the CM-A-R delivery system, the Sponsor engages a professional services design firm and in the early design phase, a construction manager/general contractor (CM-A-R) is selected.

- G.5.2 The design firm is selected using professional services QBS. The CM-A-R is selected using a two-step competitive proposal.
1. **Step one:** The sponsor and design firm prepare a RFQ with preliminary project information and use qualifications based criteria to rank and short list the top firms.
 2. **Step two:** More detailed design information is provided to the short listed firms who reply with price information for various items such as, profit/contractor fee, insurance, bonding and general conditions.
- G.5.3 The CM-A-R is then selected with qualifications and price as a consideration.
- G.5.4 After selection, the sponsor then negotiates the fees for pre-construction services that may include:
1. Design document reviews
 2. Construction scheduling and sequencing
 3. Cost Estimating at various stages of the design
 4. Constructability reviews with recommended cost savings based on construction expertise.
- G.5.5 At some point either in the design stage or after subcontractor bidding, the CM-A-R and the Sponsor negotiate a Guaranteed Maximum Price (GMP) for the project. The GMP is generally comprised of construction/ materials, contractor fee, general conditions, insurance, bonding and a contingency percentage which varies depending on the state of the design. The Sponsor and the design firm are directly involved in fixing the GMP through cost estimating at different levels of design completion, typically the 30, 60, and 90% completion levels. Some State and local laws require that the GMP can only be fixed after the CM-A-R publically bids the project design packages.
- G.5.6 If the CM-A-R and the Sponsor cannot agree on a GMP, the project may be converted to the traditional design-bid-build method. Please consult the FAA program manager to discuss any consequences associated with such a change.
- G.5.7 During the construction phase, the CM-A-R role is of a general contractor. Since the GMP is designed to prevent cost overruns for the Sponsor, the CM-A-R bears the responsibility for ensuring the project stays on schedule, within budget and conforms to the plans and specifications.

4 Principal Changes.

The AC incorporates the following principal changes:

1. Clarified Independent Fee Estimates processes.
2. Clarified multiple consultant selection process.
3. Added “Specific Rates of Compensation” method of contracting.
4. Revised and expanded discussion of Alternative Project Delivery Methods, moved to Appendix G.
5. Updated the advisory circular format to the decimal numbering system.
6. The Office of Management and Budget published the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, in 78 Federal Register Notice 78590, December 26, 2013. This final guidance contains the administrative requirements formerly contained in (A-110 and A-102), cost principles (A-21, A-87, and A-22), and audit requirements (A-50, A-89, and A-133) for federal awards. As of December 26, 2014, a Sponsor must implement applicable the requirements of 2 CFR §200 to remain allowable for federal assistance.



Michael J. O'Donnell
Director of Airport Safety and Standards

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CHAPTER 1. INTRODUCTION

1.1 Overview.

This advisory circular (AC) provides guidance for airport sponsors in the selection and engagement of architectural, engineering, and planning consultants. This AC discusses services normally included in an airport grant project, types of contracts for these services, contract format, and guidelines for determining the reasonableness of consultant fees.

1.2 Definitions.

Definitions of the terms used in this AC are listed in Appendix A.

1.3 Referenced Documents.

Documents and regulations referenced throughout this circular are listed in Appendix B.

1.4 Types of Consultant Services.

There are two separate and distinct categories of consultant services that are utilized for projects conducted under airport grant programs. The first category involves planning services. The second involves Architectural/ Engineering (A/E) services for the design and construction administration/inspection of airport projects. These two categories of consultant services are discussed below.

1.4.1 Aviation Planning Services.

This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. Airport site selection studies.
10. Airport development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.

12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Airspace analysis.
15. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.

1.4.2 Architectural/Engineering Services for Airport Development Projects.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 1.5. The basic services are usually conducted in, but are not limited to, the four distinct and sequential phases summarized below:

1.4.2.1 **Preliminary Phase.**

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

1.4.2.2 **Design Phase.**

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

1.4.2.3 **Bidding and Negotiation Phase.**

These activities are sometimes considered part of the construction phase. They involve assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

1.4.2.4 **Construction Phase.**

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the sponsor during all phases of construction.
2. Representing the sponsor at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.
10. Reviewing operations and maintenance manuals.

1.4.2.5 **Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

1.5 **Special Services.**

1.5.1 The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise.

1.5.2 Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
7. Special environmental studies and analyses.
8. Expert witness testimony in litigation involving specific projects.
9. Project feasibility studies.

10. Public information and community involvement surveys, studies, and activities.
11. Preparation of record drawings.
12. Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
13. Preparation of or updating of the airport layout plan.
14. Preparation of property maps.
15. Preparation of quality control plan.
16. Preparation of final report.

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CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2.1 General.

The procedures included in this chapter provide guidance for sponsors in the selection and engagement of architectural, engineering, environmental, and planning consultants on projects funded wholly or in part under Federal airport grant programs. Adherence to these procedures will assure a sponsor of compliance with the requirements of 49 USC § 47107(a) (17) and 2 CFR §200.320, as amended.

2.1.1 49 USC § 47107(a) (17) states: “Each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 or an equivalent qualifications based requirement prescribed for or by the sponsor.” In addition to the services described in this statute, the professional and incidental services listed under A/E Services in Appendix A, must also be procured using qualifications based procedures.

2.1.2 2 CFR § 200.320 establishes that procurement by competitive proposal, where price is not a factor, may only be used for procurement of architectural/engineering (A/E) services. It may not be used for other services even though an A/E firm may be a potential source to perform the service. If a conflict exists between 49 USC § 47107(a) (17) and 2 CFR 200, the statute will prevail.

2.1.3 Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualifications based selection procedures be used for the selection of firms to perform architectural and engineering services. Qualifications based procedures require that a contract for A/E services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2.2 Procurement Standards.

2.2.1 The selection of qualified consultants must be made on the basis of fair negotiations and equitable fees and through selection procedures that are professionally acceptable, ensure maximum open and free competition, and avoid any suggestion of unfair or unethical conduct.

2.2.2 Consultants employed for work on projects involving airport grants must be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2.2.3 The Sponsor's procurement action must be void of individual and organizational conflicts of interests both real and/or perceived.

2.2.3.1 Individual conflicts of interest may exist whenever a Sponsor's employee, officer, agent or family member thereof has a financial or other interest in the firms competing for the work.

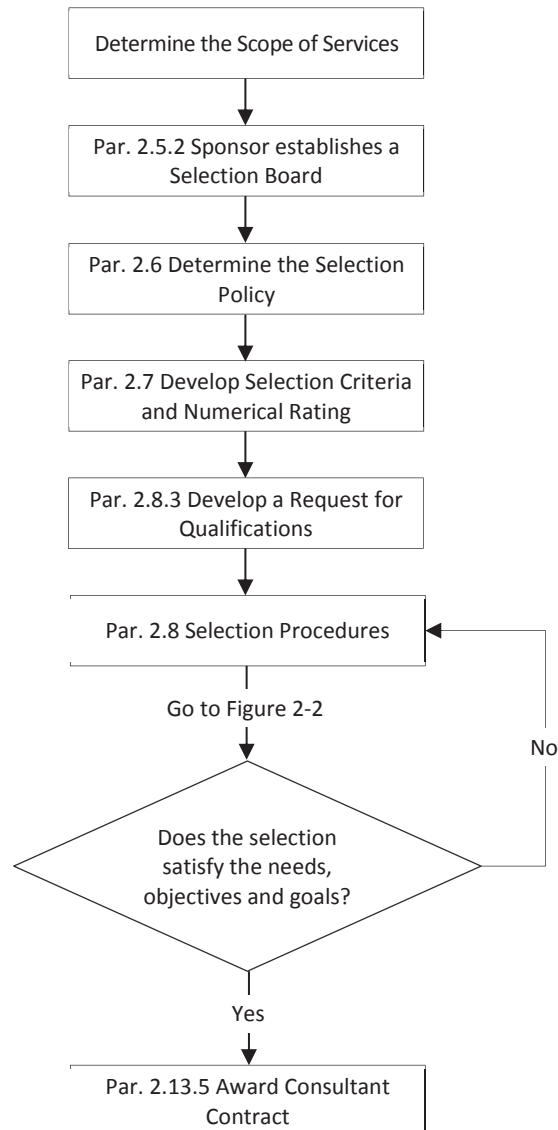
2.2.3.2 Organizational conflicts of interest may exist when there is a lack of impartiality, impaired objectivity or an unfair advantage with one or more of the firms competing for the work.

2.2.4 Sponsors must maintain sufficient records, made available at the FAA's request, to detail the significant history of their procurement action. This includes the rationale for the procurement method; the selection considerations; contract type and basis for contract price.

2.2.5 Per § 200.319, all procurement transactions must be conducted in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, entities that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

2.3 **Qualifications Based Selection Procedures.**

Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee. Figure 2-1 is an overview of the recommended Qualifications Based Consultant Selection process.

Figure 2-1. Qualifications Based Selection Process

2.4 Other Services.

- 2.4.1 Where services are to be performed in conjunction with the architectural, planning, environmental, or engineering services, they must be contracted for in the course of procuring the A/E services.
- 2.4.2 Where services such as feasibility studies, construction management, program management and other services as defined in 49 USC § 47107(a) (17) and A/E services as defined in Appendix A are to be performed, they must be procured using qualifications based procedures.

- 2.4.3 Where services are to be performed that are not in conjunction with A/E services and do not require performance by a licensed architect or engineer, the services should be acquired using local procurement procedures. An example of this type of special service would be soil borings, whereby the boring layout plan and interpretations of tests are not performed by the boring contractor. Soil borings conducted as part of a geotechnical engineering investigation or for which an independent engineer is responsible must be procured either in the course of procuring A/E services or by using qualifications based procedures.
- 2.4.4 Where services are to be performed in assisting the FAA in preparing an Environmental Impact Statement (EIS), they must be procured using qualifications based selection procedures (see paragraph 2.10).
- 2.4.5 Where a sponsor decides to utilize an Alternative Project Delivery System (APDS) such as design-build (DB) or construction manager-at-risk (CMAR), the Sponsor may use the competitive proposal approach (as defined in 2 CFR §200.320) for selection provided price and other factors such as qualifications, skill, experience, and design approach are considered when selecting a firm to perform this service. The selection of an A/E services firm is the only instance where prices must be excluded as a consideration under a competitive proposal selection. Please reference Appendix G, Alternative Project Delivery Systems, of this Advisory Circular for guidance in procuring these types of services.

2.5 **Selecting Organization.**

- 2.5.1 Within the sponsor's organization, an administrative policy should be established for designating persons authorized to select or recommend consultants for various assignments. The persons designated may include the administrator or the department head to be supplemented by others making up a selection board. The persons empowered to make the selection of one consultant over another must be kept free of pressures, both internal and external. 2 CFR § 200.318(c) requires that sponsors maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. They must not participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 2.5.2 The typical procedure for selecting a consultant is to use a selection board composed of at least three persons, with at least one being an engineer, airport planner, or other professional knowledgeable of the service required. For projects that have special design requirements or are particularly complex, the selection board should have additional technical members with the appropriate expertise in those required disciplines. The board should be prepared to evaluate potential consultants, i.e., conduct interviews and inquiries as desired and make recommendations to the governing body in accordance with Paragraph 2.8.14.

2.6 Policy for Selection.

2.6.1 The selection of a consultant must be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the service required. Moreover, the selection process must satisfy requirements for open and free competition.

2.6.2 Sponsors may procure a consultant for several projects through one procurement action provided the following conditions are met:

1. The consultant is selected using the qualifications based selection procedures described in paragraph 2.8.
2. The parties competing for the work must be advised that the work may be accomplished during the course of multiple grants. The expected schedule of projects must be defined, together with a statement of work and the required services. The statement of work must be described in sufficient detail so that all parties may adequately establish the type of services required to accomplish the work. Avoid generic statements of work.
3. All parties are advised that some of the services may not be required and that the sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
4. The services are limited to those projects that can reasonably be expected to be initiated within five (5) years of the date the initial contract is signed by the consultant. With the understanding that not all projects can be foreseen, with mutual agreement between the sponsor and the FAA, new projects may be added after the original selection is made. Otherwise, sponsors that want to add projects not included in the original procurement action must conduct a separate and new procurement action.
5. If more than one party is selected, the expected projects to be performed by each party must be defined, together with the statement of work and the required services, at the time of the initial procurement action. The sponsor must provide notification to each firm of the projects they were awarded. Sponsors must avoid the practice of selecting multiple firms and assigning project responsibility at a later date.
6. The negotiation of the fee is limited to the services expected to be performed under the first grant or project after the initial procurement action. The contract must be limited to the services covered by the negotiated fee. The negotiation of the fee for subsequent services, i.e., services included in the procurement action but not in the initial contract, must occur at the time those services are needed. A fee estimate must be performed for each of these negotiations. (See paragraph 2.12 for information on fee estimate.) If a fee cannot be agreed upon between the sponsor and the selected firm, then negotiations are terminated with that firm. If the sponsor identified and ranked multiple firms for the project at the time of the initial procurement action, then the sponsor may enter into negotiations with the firm ranked next. If no additional firms were identified and ranked or agreement is not reached with any selected firms, then the sponsor must initiate a new procurement action.

7. In the case of an unforeseen project as in Paragraph 4, the Sponsor and the FAA may mutually agree on the ranking of the selected consultants by evaluating their capabilities and the scope of the unforeseen project. However, if the scope of the unforeseen project does not match the capabilities of the selected consultants, a new procurement action must be conducted.

2.6.3 Unless there is a convincing reason to combine eligible and ineligible projects in a single solicitation, sponsors are discouraged from doing so (Order 5100.38).

2.7 **Selection Criteria.**

2.7.1 Based on the proposed scope of service(s) and prior to evaluating consultants, a sponsor(s) must develop a list of selection criteria to be used in evaluating potential consultants. Numerical rating factors (ranges) should be assigned to each criterion on the basis of the sponsor's priorities and conception of the importance of each factor in the attainment of a successful project. The sponsor(s) should include the criteria with a Request for Qualifications (RFQ) in advance of the selection process.

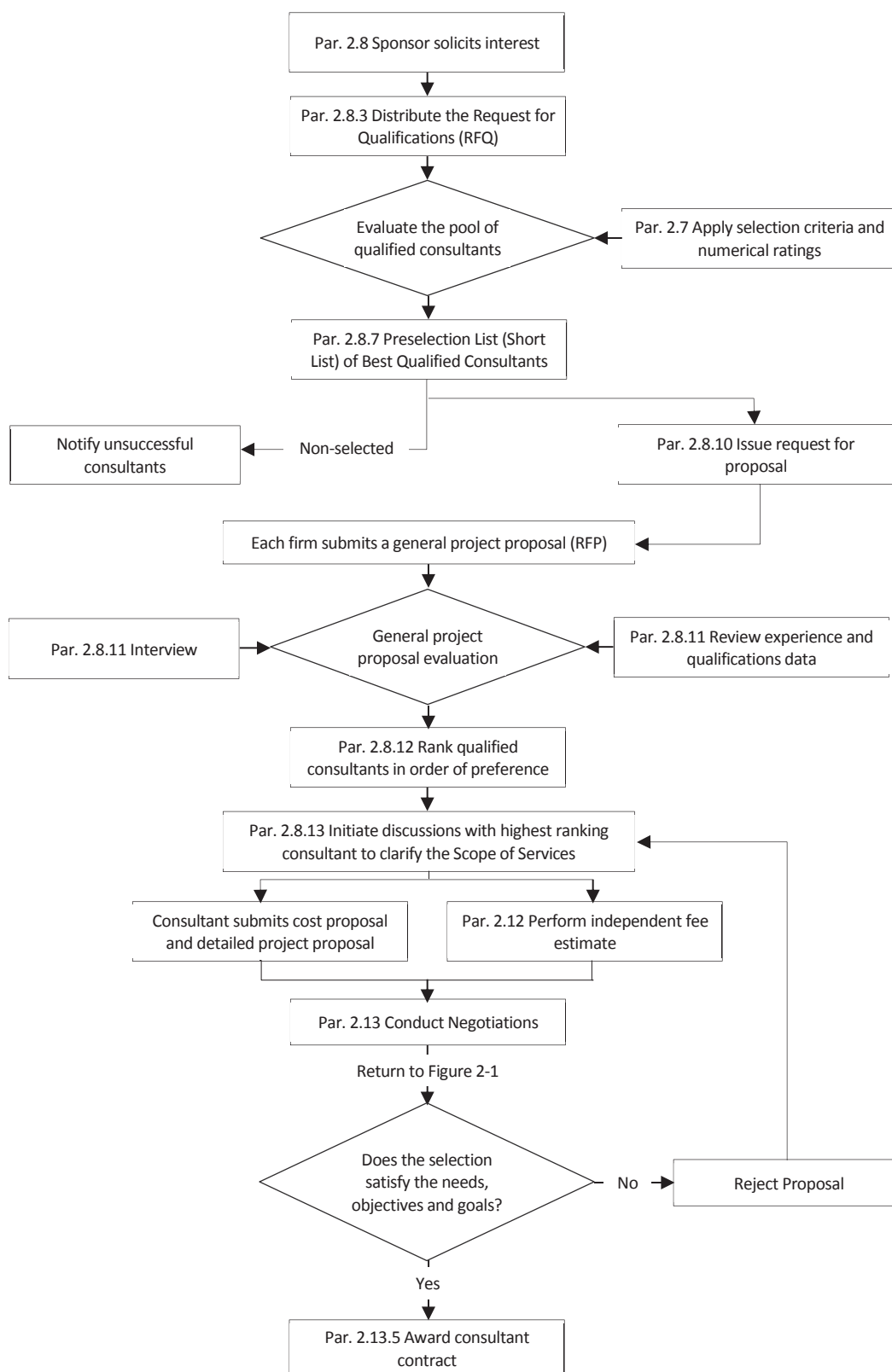
2.7.2 Based on a sponsor's goals/objectives for each project, the list of selection criteria will vary for each RFQ and must be appropriate for the proposed scope of services. Suggested selection criteria include, but are not limited to, the following:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.
4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. The use of geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. Ability to furnish qualified inspectors for construction inspection if applicable.
8. Understanding of the project's potential challenges and the sponsor's special concerns.
9. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.

10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. In meeting the Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (See 49 CFR, § 26.53)
12. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. Order 5100.38, Chapter 3, Subsection 3-57; AC 150/5300-15, *Use of Value Engineering for Engineering and Design of Airport Grant Projects*; and AC 150/5370-10, *Standards for Specifying Construction of Airports*, contain additional guidance on VE studies.

2.8 Selection Procedures.

The sponsor must use the following selection procedures or equivalent State/sponsor qualifications based selection for individual project selections involving Federal airport grants (see Figure 2-1 and Figure 2-2). However, the requirement for both an RFQ and an RFP should be evaluated based on the complexity of the project as these steps may be combined into a single request.

Figure 2-2. Consultant Selection Process for a Single Project

- 2.8.1 The selection board should review the nature of the proposed project and the general scope of services to be procured in order to ensure an understanding of the project requirements and the qualifications needed by the consultant.
- 2.8.2 As discussed in paragraph 2.7, the selection board must develop the selection criteria and the evaluation system used in preparing a pre-selection short-list of consultants who are best qualified for the project as well as in determining the final selection.
- 2.8.3 To obtain experience and qualification data from potentially qualified consultants, the sponsor should issue an RFQ inviting consultants to submit their experience and qualifications data relating to the proposed project usually in the form of a Statement of Qualifications (SOQ). To ensure the broadest publicity concerning sponsor interest in obtaining consultant services, public announcements for all projects should be advertised in local newspapers with a wide circulation, national trade journals and magazines, and through electronic media. Public announcements should include information such as a description of the proposed project and its location, a description of the services, and the estimated range of construction costs. The public announcement should allow sufficient time for submission of the statement of qualifications.
- 2.8.4 Sponsors may also send the public announcements directly to known, potentially qualified consultants to determine their interest in the project and to request their experience and qualification data.
- 2.8.5 Affirmative steps pursuant to 2 CFR §200.321 and good faith efforts should be taken to assure that small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts should include, but not be limited to, the following:
1. Include qualified small business and minority firms on solicitation lists.
 2. Assure that small business and minority firms are solicited whenever they are potential sources. Consultation with regional Airports Divisions, Office of Civil Rights, and/or State transportation offices is encouraged.
 3. Divide the total requirements into small tasks, when economically feasible, to permit maximum small business and DBE firm participation.
 4. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Minority Resource Center Regional Centers of the Department of Transportation (<http://osdbu.dot.gov>).
 5. Arrange solicitations, time for presentation of offers and delivery schedules to facilitate DBE and other small business participation.
 6. Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.
- 2.8.6 FAA Airports field offices may also furnish the names of consultants who have engaged in projects of similar nature in their areas of jurisdiction. However, with the exception

of an EIS, FAA personnel will not recommend consultants or participate in the selection process. The addresses of FAA Airports Regional/District Offices having jurisdiction over specific geographic areas are available at:

http://www.faa.gov/airports/news_information/contact_info/regional/

- 2.8.7 From the experience and qualification data obtained from consultants, the selection board should prepare a pre-selection short-list of the best qualified consultants for further consideration. With adequate response to the RFQ, the typical pre-selection short-list should consist of between three and five consultants.
- 2.8.8 At this point, consultants who expressed an interest in the project but were not included on the pre-selection short-list should be notified that they were unsuccessful.
- 2.8.9 Detailed information on the qualifications and performance data of each of the consultants on the pre-selection short-list should be obtained. This can be achieved by contacting former clients identified by the consultant in their statement of qualifications to ascertain the quality of work, ability to meet schedules, cost control, and consultant-client relationship.
- 2.8.10 At this point, the selection organization may elect to obtain a general project proposal from each of the firms on the pre-selection short-list, typically by issuing a Request for Proposal (RFP) to each consultant on the pre-selection short-list. The RFP should include a detailed description of the project and the proposed scope of services required. The selection criteria, including their relative importance that will be used to evaluate the proposals must also be made available to each of the firms on the pre-selection short-list. The RFP shall not contain a request for any cost information, such as total cost, cost per hour, work hours, or other pricing data. Requests for cost or pricing information, prior to discussions with the best qualified firm, to define the scope of services is contrary to 49 USC § 47107 (a) (17) and 2 CFR § 200.320(d). The general project proposal will help the selection board recommend a consultant who can achieve design excellence, while successfully controlling time and costs and who has the ability to understand and accomplish the specialized requirements of the project. The elements of a typical general project proposal should include, but are not limited to, the following:
 1. Team members, other key personnel, previous experience, and the role they will fill on the project. The qualifications and time commitment of the project manager proposed for the project.
 2. Current workload.
 3. Proposed project schedule, including major tasks and target completion dates.
 4. Technical approach – a brief discussion of the tasks or steps that the consultant will take to accomplish the work described in the scope of services.
 5. Value engineering – when a value engineering study is included in the selection criteria, a brief discussion of the consultant’s capability, training, and experience to carry out such a study.

- 2.8.11 Conduct interviews with each consultant on the pre-selection short-list. On small projects, a telephone interview may be sufficient. Careful consideration of time and cost should be given to the need for formal interviews. If sponsor has received sufficient information included in the qualification submission to make a selection, then formal interviews may not be necessary.
- 2.8.12 Review the experience and qualifications data, the general project proposal, the interview results, and other relevant data. Using the selection criteria developed for the project; rank the qualified consultants in order of preference.
- 2.8.13 Initiate discussion with the first-ranked consultant to fully define the scope of work and services to be provided (see paragraph 2.11). After agreement on a detailed scope of services has been reached, the consultant should submit their cost proposals together with a detailed project proposal. Negotiations should then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in paragraphs 2.12 and 2.13.
- 2.8.14 Prepare a report that documents the Sponsor's procurement actions and the selection of the consultant they deem most qualified. The report must contain sufficient detail to indicate the extent of the review and the considerations used for the recommendations. The report should be forwarded to the sponsor's administrator or governing body authorized to review the recommendations of the selection board. The recommendations of the selection board should normally be accepted unless the report does not adequately support the recommendations. This will help to ensure complete fairness and open competition. If the recommendations are not accepted, the selection board should reconvene until acceptable recommendations have been agreed upon.

2.9 **Alternate Selection Procedures.**

2.9.1 Proposals Requested with Qualification Data.

The selection procedure recommended in paragraph 2.8 should normally be followed in the procurement of consulting services. For small projects where the scope of work and services can be clearly defined or the sponsor anticipates receipt of less than four proposals, the sponsor may wish to solicit proposals at the time of advertising for experience and qualification data. In this case, the announcement must contain a detailed scope of services and indicate where the selection criteria can be obtained. The advertisement cannot request pricing information.

2.9.2 Informal Procedures.

- 2.9.2.1 Informal Qualifications Based Selection procedures may be used for A/E procurements estimated to be less than \$100,000. However, this does not relieve the sponsor from the obligation to perform a cost analysis and prepare an independent fee estimate (see paragraph 2.12). Sponsors must consult with FAA Airport personnel before using informal procedures to assure that the circumstances justify their use.

2.9.2.2 Under this procedure, a sponsor must contact at least three firms and discuss their qualifications to perform the work. Negotiations must then be conducted with the best-qualified firm to arrive at a fee. These negotiations may be conducted via telephone or e-mail. After selection, using this procedure, the sponsor must document their procurement action and then submit a statement to the FAA explaining the basis for the selection and method used to determine reasonableness of the fee.

2.9.2.3 The informal selection process may not be used to select a firm for multiple projects.

2.9.3 Non-competitive Procedures.

The FAA may authorize non-competitive negotiation for services if the cost of the contract is not expected to exceed \$10,000 and the services are incidental to the grant project. When this procedure is used, the sponsor must submit a statement to the FAA explaining the basis used to determine reasonableness of cost as discussed in 2.9.2 above.

2.10 **Selection Procedures for Environmental Impact Statement (EIS) Preparation.**

The procurement of consultant services to assist the FAA in preparing an EIS is somewhat unique because the regulations implementing the National Environmental Policy Act (NEPA) (42 USC § 4321 et seq.), require Federal agencies to prepare the EIS or select the contractor that prepares the EIS (Orders 5050.4 and 1050.1 provide additional guidance). Selection of a consultant must, therefore, be made by the FAA from a short-list of qualified consultants submitted by the sponsor. The sponsor and the FAA must follow the selection procedures recommended in paragraph 2.8 with the following exceptions:

1. The proposed scope of work is to be provided by the FAA.
2. The FAA must concur with the selection and evaluation criteria prepared by the sponsor.
3. The FAA will be invited to participate with the sponsor in the interviews with consultants on the pre-selection short-list.
4. The sponsor may indicate to the FAA their ranking of the consultants on the pre-selection short-list after the interview process has been concluded. The FAA, however, is under no obligation to make a selection based on this ranking.
5. Using the previous sponsor/FAA agreed upon selection and evaluation criteria, the FAA will independently evaluate and rank the consultants on the pre-selection short-list in order of preference, based on qualifications.
6. The FAA must advise the sponsor of the FAA's ranking in order of preference, and the sponsor must advise and initiate discussions with the consultant ranked first.
7. The FAA will be invited to discussions on the scope during any IFE process conducted by the Sponsor or their consultant, as necessary.

8. The FAA's involvement in the negotiation of the project cost must be limited to making a reasonableness determination once a satisfactory cost proposal has been reached between the sponsor and the consultant.
9. The FAA must prepare a selection report for its records.

2.11 **Scope of Services.**

- 2.11.1 An important step in the negotiation process is to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during initiation of the procurement process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services should be developed between the sponsor and first-ranked consultant prior to negotiating a project design fee. This may be accomplished in a scoping meeting or separate investigation or study to clearly define the extent of the project. The sponsor's engineer or independent consultant (see paragraph 2.12) should attend the meeting so they will have a complete understanding of the scope of services prior to developing a detailed fee estimate. Such a meeting offers the opportunity for refinement, amendment, and complete definition of the services to be rendered.
- 2.11.2 The scope of service(s) must be sufficiently detailed so that the consultant can make a reasonable fee estimate (see Appendix E). Although the scope of service(s) will vary from project to project (see samples in Appendix C), the following items are typical of those that should be considered in developing the scope of services:
 1. List of meetings the consultant is expected to attend.
 2. Design schedule.
 3. Special services required.
 4. Complexity of design.
 5. Safety and operational considerations.
 6. Environmental considerations.
 7. Survey and geotechnical testing requirements.
 8. Sponsor representation services during construction.
 9. Quality control during construction.
 10. Preparation of forms, letters, documents, and reports.
 11. Airport Layout Plan updates.
 12. Property map preparation.
 13. Quality control during design.
 14. Coordination with other consultants and agencies.
 15. Deliverables.
 16. Data and material furnished by the sponsor.

17. Testing and commissioning requirements.
18. City/county requirements.
19. Number of bid packages.
20. Complexity of construction phasing to minimize impacts on airport operations.
21. Public Outreach.

2.12 **Independent Fee Estimate.**

- 2.12.1 A sponsor must perform a price or cost analysis for every A/E contract (2 CFR § 200.323). The method and degree of analysis is dependent on the facts surrounding the contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The word "independent" does not imply that the IFE has to be performed by someone other than the sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO:
 1. A sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.11.
 2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project.
 3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The sponsor should request evidence that the consultant meets the above requirements.
- 2.12.2 State aviation personnel who have experience with the services involved may also prepare the IFE for the sponsors use.
- 2.12.3 The level of detail needed to satisfy the requirements of an IFE varies and is dependent on the anticipated value of the A/E contract. For contracts with an anticipated value less than \$100,000 the sponsor can satisfy the IFE requirement by comparing the A/E contract with previous contracts of a similar nature, or preparing a detailed fee/cost analysis (see Appendix E). At a minimum, the independent estimate must address direct labor work hours, labor rates, general and administrative overhead, non-salary expenses and a reasonable profit. For contracts anticipated to be greater than \$100,000 a detailed fee/cost analysis is required.
- 2.12.4 If the sponsor hires a consultant to perform any of these functions, that consultant may be retained using informal or non-competitive qualifications based procedures (see

paragraphs 2.9.2 and 2.9.3) as applicable; however, the IFE consultant will not be eligible for consideration to perform work on the project.

- 2.12.5 Another source on estimating consultant's cost can be found in ASCE Manuals and Reports on Engineering Practice No. 45, "How to Work Effectively with Consulting Engineers." However, these graphs must be used with judgment and within their stated limitations. Other resources include project history files, previous contracts, etc.
- 2.12.6 Sponsors have an obligation to obtain a fair and reasonable fee in all cases. Prior to initiating further discussions with the first-ranked consultant, the sponsor must accept the IFE and retain it for their records. Appendices D and E present sample formats for consultant services fee/cost and detailed fee/cost analysis respectively, however any format that meets this purpose is acceptable. The FAA retains the right to disallow negotiated fees that the FAA determines to be unreasonable.

2.13 **Negotiations.**

- 2.13.1 After developing a detailed scope of services and after the IFE requirements have been satisfied per Par. 2.12, the sponsor may enter into negotiations with the consultant given first preference by the selection board. Once the rankings have been established, the sponsor shall inform the other firms on the pre-selection shortlist that negotiations have been initiated with the first ranked firm. If an independent firm has been retained by the sponsor for the purpose of preparing an independent fee estimate, the firm may be consulted by the sponsor during negotiations, to clarify problem areas, but not to review the consultant's fee proposal or attend any negotiating sessions.
- 2.13.2 Based on the scope of services agreed upon in paragraph 2.11, the sponsor must request the consultant to submit the proposed fee and supporting cost breakdown. The consultant must prepare a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant should, if appropriate, indicate the costs for subcontractors, travel, living expenses, reproduction, and other out-of-pocket expenses expected to be incurred.
- 2.13.3 When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE. When differences exceed 10%, the sponsor and IFE preparer should review those areas with the consultant to determine if there is a misunderstanding of the scope of services or level of effort required to complete the work. While this should not be construed as policy, the use of the 10% standard is one method to help identify areas of significant difference between the consultant's fee proposal and the IFE.
- 2.13.4 Negotiations should be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The sponsor should subject the consultant's data to a technical/engineering analysis. Based on this analysis, the sponsor should identify differences in the work-hour estimates. Significant differences, either positive or negative, between the estimate submitted by the

consultant and the estimate developed by the sponsor should be resolved, and revisions should be made to the work hours or scope of services as required. The fee should then be evaluated, taking into consideration the experience level required by the engineer working on each task. A sample fee/cost analysis form is shown in Appendix E.

- 2.13.5 If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, the negotiations must be terminated and the consultant notified. Negotiations must then be initiated with the consultant given second preference by the selection board. This procedure must be continued with recommended consultants in the sequence of ranking established by the selection board until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.
- 2.13.6 A record of negotiations must be prepared by the sponsor and included in the contract file. This record must contain sufficient detail to reflect any changes in the scope of services controlling the establishment of the cost and other terms of the contract. An explanation must be provided for any significant differences between the sponsor's original estimate and the final fee agreed upon. The scope of services, draft contract, sponsor's independent fee estimate, consultant's fee proposal with any revisions, and detailed fee analysis must be attached to the report. A sample Record of Negotiations is contained in Appendix F.
- 2.13.7 Upon completion of successful negotiations, all consultants interviewed by the selection board should be informed of the consultant selected for the project.
- 2.13.8 FAA personnel will not be present and will not participate in the negotiation process. The FAA's role is to make a judgment on the reasonableness of the compensation for the services to be furnished and to ensure that all services required for a particular project have been included in the proposal.
- 2.13.9 If requested by the FAA, the sponsor must submit the record of negotiations and all attachments to the FAA for a reasonableness of cost determination (Order 5100.38, Chapter 3, Section 14).

2.14 **Sponsor Force Account Projects.**

Proposals to accomplish airport engineering with the sponsor's own personnel or by its agent must be approved by the FAA. Proposals must be submitted in writing and subjected to a review similar to that for engineering contracts. Most of the factors considered in the selection of a consultant would be applicable to approval of services to be done by force account. The sponsor's proposal to use force account rather than contract-engineering services must be fully documented and should contain as a minimum:

1. Justification for doing the work by force account rather than by contract;
2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs;

3. Names and engineering qualifications of personnel that will be accomplishing specific tasks;
4. Statements concerning the capability of the sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account;
5. Summary of sponsor's experience with airport engineering pertaining to projects with similar design scopes; and
6. Statement by the sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

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CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3.1 General.

- 3.1.1 The relationship of the consultant with the sponsor should be clearly defined by a written agreement before commencement of actual work. All of the terms should be clearly defined in the agreement. It should state the parties to the contract and define the complete extent and character of the work to be performed as well as conditions relating to any time limitations that may be involved. The terms and payments for various services should be included. The scope of the consultant effort should be described in complete detail to determine the sufficiency of the supervisory and inspection staff and to determine whether some services will need to be otherwise contracted for or be provided by the sponsor.
- 3.1.2 Consultant contracts usually cover highly technical services. Therefore, to assure the soundness of a legal document, it is essential that someone who has thorough knowledge of the project prepare the sections describing services to be performed, sequence of work, information to be furnished by the sponsor, and terms of payment.

3.2 Contract Format.

Many government agencies, business firms, and engineering organizations have developed standardized forms for engineering and planning contracts. The American Council of Engineering Companies, the National Society of Professional Engineers, and the American Society of Civil Engineers have developed such standardized forms. Some State aviation departments have developed standardized forms for engineering services provided in their own states. The American Institute of Architects has standardized forms for architectural contracts. It is often necessary to modify these standard agreements to reflect the specific terms and conditions applicable to a particular project, as well as the mandatory contract provisions in paragraph 3.4.

3.3 Division of Responsibility and Authority.

- 3.3.1 It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic consultant services is considered the primary engineer or principal consultant as defined in Appendix A. As such, the principal consultant represents the sponsor in coordinating and overseeing the work of other engineering/consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the sponsor. Therefore, it is extremely important that the contract documents clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.
- 3.3.2 The contract between the sponsor and consultant is based on the scope of services established earlier in the process (see paragraph 2.11) and involves carrying out professional duties under the requirements of law. The contract must not attempt to

make the consultant an indemnitor of the sponsor such as in the event of the sponsor's negligence or the absence of any wrongdoing by the consultant. The consultant must fully stand behind their services and indemnify the sponsor for damages and expenses caused by their own errors, omissions, and negligent or wrongful acts.

- 3.3.3 Expanding the consultant's liability beyond the scope or purpose of a contract could affect the competitive process of contract award in a way that conflicts with the requirements of 2 CFR §200.319 and may impact Federal eligibility.

3.4 **Mandatory Contract Provisions.**

- 3.4.1 Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. For purposes of this section, the term "contract" includes subcontracts. The type of contract must be appropriate for the particular procurement.

- 3.4.2 The provisions that pertain to consultant contracts, including the source of each requirement are listed in Table 3-1. Specific wording of Federal contract provisions is available on the FAA website at <http://www.faa.gov/airports/aip/procurement/>.

Table 3-1. Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Participation by Disadvantaged Business Enterprises	49 CFR part 26
New Restrictions on Lobbying	49 CFR part 20
Access to Records and Reports	2 CFR 200. Appendix II
Breach of Contract Terms	2 CFR 200. Appendix II
Rights to Inventions	2 CFR 200. Appendix II
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	2 CFR 200

Provision	Law/Statute
	Appendix II
Additional Provisions for A/E Contracts Exceeding \$25,000	
Debarment and Suspension	2 CFR part 180; 2 CFR part 1200

3.5 **Time Overruns Beyond Control of the Consultant.**

Frequently, the consultant is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the consultant. To provide for the contingency of overrun of time, the agreement between the sponsor and the consultant should state the period for which the compensation applies and that the consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from contractor caused construction delays should be included in the liquidated damages established for construction contracts.

3.6 **Ownership of Drawings and Contract Documents.**

3.6.1 Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and remain the property of the consultant unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data should be made available to the sponsor upon request. Electronic copies containing all drawings should be furnished to the sponsor. Terms and conditions for sponsor's reuse of documents/data on other projects should be addressed in the contract.

3.6.2 When a contract is only for preliminary plans, no commitment that would constitute a limitation on the subsequent use of the preliminary plans or ideas incorporated therein should be stated or implied.

3.7 **Contract Checklist.**

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not all-inclusive because each contract will vary based on the unique requirements of the project scope of services.

1. Effective date of contract.
2. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.

3. Nature, extent, and character of the project, the location thereof, and the time limitations.
4. Services, including performance and delivery schedules, to be rendered by the consultant.
5. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
6. Delineation of the duties and responsibilities of the resident engineer/inspector.
7. Inclusion of mandatory contract provisions identified in paragraph 3.4.
8. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
9. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
10. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
11. Provision for the termination of the consultant services before completion of work.
12. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
13. Provision for preparation of an Engineer's Design Report and Final Report.

3.8 **FAA Contract Review.**

- 3.8.1 FAA Airports field office personnel are available to assist the sponsor and provide guidance on:
1. The scope of services to be provided;
 2. The appropriate type of contract;
 3. The mandatory contract provisions to be included; and
 4. Sponsor certification requirements.
- 3.8.2 If deemed necessary by the FAA, a draft of the contract will be submitted to ensure that:
1. The scope of the engineering is described completely;
 2. The fees and reimbursements are reasonable and eligible as shown by a cost/price analysis;
 3. The type of contract is appropriate; and
 4. The engineering/consulting firm and the proposed contract terms are acceptable.
- 3.8.3 Pre-award review of proposed contracts is required under certain circumstances. Additional guidance is available in Order 5100.38, Section 10.

3.9 **FAA Contract Approval.**

FAA Airports offices are authorized to accept certifications from sponsors that they will comply with statutory and administrative requirements. Use of sponsor certifications for selection of engineering, architectural, professional services, and planning consultants is encouraged. Acceptance by the FAA of the sponsor's certification does not limit the FAA's ability to request and review documentation to ensure the accuracy of the certification. Reference Order 5100.38, Chapter 5, Subsection 5-23(g), *Sponsor Certification Forms*, "Selection of Consultants;" and 49 USC 47105 (d).

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CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4.1 General.

The method of contracting selected for consultant services is dependent on the types of services required and specific circumstances relating to the individual project. The various types of contracts and methods of compensation are discussed in this chapter and listed in Table 4-1. Contracts may be negotiated to include a combination of two or more of these methods. With all of the following methods, the Sponsor must negotiate profit as a separate element of the price for each contract and supplemental agreement. When establishing a fair and reasonable profit, consideration must be given to the complexity of the work to be performed; the risk borne by the firm; the firm's investment; the amount of sub-consultants; the firm's record of past performance; and industry profit rates in the surrounding geographical area for similar work.

4.2 Direct Personal Services.

- 4.2.1 Direct personal services are usually charged on a per diem basis. This method is particularly suited to court work or similar efforts involving intermittent personal service.
- 4.2.2 When such consulting or expert services are furnished, the consultant is compensated for the time devoted to the work and travel. The per diem charge should be based on the complexity of the work involved and the experience of the consultant. In addition to the compensation based on per diem, the consultant is reimbursed for travel and other out-of-pocket expenses incurred while away from the normal place of business provided they are reasonable, allocable, and of a generally allowable nature. Additionally, reimbursable expenses at the normal place of business may be reimbursed, such as special computer work, rendering, exhibits, provided they are reasonable, allocable, and of a generally allowable nature.
- 4.2.3 Each direct personal services contract must include a ceiling price that the contractor exceeds at their own risk. Furthermore, the Sponsor must assert oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- 4.2.4 For services in court or on other engagements in which the consultant appears as an expert, a per diem charge is considered to be earned for each day of such appearance, although the consultant may not be called to testify or, if called, may finish his/her testimony in a fraction of a day.
- 4.2.5 On occasion, the urgency of the engagement requires the consultant to work longer than the normal day. In some instances, this requirement is a necessary feature of the services, and an understanding should be made with the sponsor as to what constitutes a day. In such cases, the per diem rate may be based on the normal number of working

hours per day, or the per diem rate may be increased to take into consideration the extended work day.

- 4.2.6 For certain kinds of work, compensation based on hourly rates is an equitable arrangement. Compensation for consultant service on an hourly basis demands a higher rate per hour than would be represented in a per diem rate. Also, the hourly rates should apply to time for travel involved, plus reimbursement for travel costs, subsistence, and other out-of-pocket expenses. Depending on the duration of the services, compensation on an hourly basis may include an agreement on a preset minimum amount or retainer in addition to the payments based on the hourly rates.
- 4.2.7 If public hearings are involved in the consultant services, determination of the fee could present a problem since extensive hearings and follow-up work may be required. In these instances, the per diem approach may be considered as an appropriate method of payment for services rendered subsequent to the initial hearing. An estimated upper limit should be set forth in the contract. The contract should provide for renegotiation of the upper limit if unforeseeable conditions are encountered.

Table 4-1. Contracting Methods and Allowable Costs

Contracting Method	Compensation	Allowable Cost
§4-2. Direct Personal Services	<ul style="list-style-type: none"> • Per Diem. • Hourly Rate (§4-2.6). 	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and 48 CFR Part 31.
§4-3. Retainer	<ul style="list-style-type: none"> • Fixed sum. • Paid monthly. • Some other mutually agreeable basis. 	
§4-4. Cost-Plus-a-Fixed-Fee (NTE)	Fixed sum.	
§4-5. Fixed Lump-Sum Payment	Fixed sum.	
§4-6. Cost-Plus-a-Percentage-of-Cost	Prohibited method.	Prohibited.
§4-7. Specific Rates of Compensation	Hourly Rate	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200 .459, FAA Order 5100.38 and 48 CFR Part 31.
§4-8. Phasing of Work	May include two or more of the above methods of compensation.	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38.

Note: See Paragraph 4.10 for non-allowable costs for all types of service.

See Appendix G for Alternative Project Delivery Systems.

4.3 Retainer.

- 4.3.1 The engagement of consultants on a retainer basis is a common practice. This practice assures the sponsor of always having the services of a certain individual engineer or organization available for future work. This method is used in cases of protracted litigation or for work over the years when the services of the consultant may be intermittent. It is also used in the development of undertakings for which the services of a consultant specialist are not required on a full-time basis. On large projects, this method enables the sponsor to have the specialists who prepared the original plans and specifications on hand for maintenance or additions.
- 4.3.2 The retainer fee varies with the character and value of the services to the sponsor and with the reputation and standing of the consultant in his/her profession.

- 4.3.3 The terms of agreement for services on a retainer basis vary widely. Compensation may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the sponsor. In any case, the same principles, explained previously for per diem or hourly charges, govern under retainer contracts.
- 4.3.4 This type of contract is rarely used for grant projects. However, it is permissible to use a firm on retainer for projects without further procurement action if:
1. The retainer contract was awarded as a result of competition.
 2. The parties competing for the retainer were advised that subsequent grant funded projects (including the scope of work for those projects) would be performed under the retainer contract.
 3. The price for the work performed under the grant will be fair and reasonable and supported by a price or cost analysis.
- 4.3.5 Detailed records should be kept to identify the work that is part of a Federal grant project and eligible for reimbursement.
- 4.4 **Cost-Plus-a-Fixed-Fee (Not to Exceed (NTE)).**
- 4.4.1 The cost-plus-a-fixed-fee contract is frequently used when the consultant is required to start work before the cost and scope of the project can be accurately determined. It is recommended that services for the construction phase of a project be paid for under a cost-plus-a-fixed-fee type contract.
- 4.4.2 This type of contract provides for reimbursement of allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.
- 4.4.3 A cost-plus-a-fixed-fee proposal should be accompanied by the consultant's estimate. The estimate should detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and the fixed fee.
- 4.4.4 The fee is fixed and does not vary no matter what the costs turn out to be. In most instances, however, a ceiling is applied which establishes an upper limit on the allowable costs. In establishing the upper limit, an allowance for contingencies should be included so that, as such contingencies are encountered, renegotiation of the upper limit will not be necessary. The intent of the upper limit is to ensure that the allowable costs do not exceed an agreed-upon ceiling without prior approval of the sponsor. (If Federal participation is desired in the increased cost, the sponsor must obtain the prior approval of the FAA.) Such contracts should contain provisions that provide for renegotiation of both the upper limit and the fixed fee if the scope of work described in the contract has changed.
- 4.4.5 Any increase in costs should be fully justified by the consultant prior to approval by the sponsor. As the consultant is approaching the upper limit and it becomes apparent that

the project cannot be completed within that limit, the consultant should alert the sponsor. Approval must be obtained before the upper limit is exceeded.

4.4.6 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. The consultant should be prepared to validate the overhead costs with a certified statement from the sponsor's auditor, state's auditor, or consultant's accountant. A firm can demonstrate that the non-allowable costs are not included in its overhead calculation rather than requiring a complete audit in advance of contracting. Otherwise, if the consulting firm has been audited by an agency of the Federal Government within the previous 12 months, the overhead rate determined by this audit may be used.

4.4.7 Fixed-fee is in addition to reimbursement for salary, overhead, and direct non-salary expenses. The consultant is paid a fixed amount for profit, willingness to serve, and assumption of responsibility. This may be an amount based on the estimated design cost of the project at the time the consultant is engaged and will vary with the scope of the services involved.

4.5 **Fixed Lump-Sum Payment.**

4.5.1 The fixed lump-sum payment contract is normally used when the scope of work can be clearly and fully defined at the time the agreement for services is prepared.

4.5.2 The fixed amount of compensation is determined by estimating the allowable costs such as salary, overhead, and direct non-salary expenses, plus a reasonable margin of profit all expressed as a single lump sum. A lump sum proposal must be accompanied by the consultant's estimate. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and profit.

4.5.3 Where consultation is undertaken on a lump-sum basis, the agreement must contain a clearly stated time limit during which the services will be performed. In design contracts, there should be a provision for changes required after the approval of preliminary designs with a clear understanding as to where the final approval authority lies.

4.5.4 Lump-sum contracts must contain a clause that provides for renegotiation if the scope of work described in the contract has changed.

4.5.5 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Guidance is provided in paragraph 4.4.6.

4.6 **Cost-Plus-a-Percentage-of-Cost.**

Cost-plus-a-percentage-of-cost (CPPC) methods of contracting are prohibited for consultant services under airport grant programs. CPPC contracts may be defined as a

payment formula based on a fixed predetermined percentage rate of actual performance costs by which the sum of the consultant's entitlement, uncertain at the time of agreement, increases commensurately with increased performance costs. The types of contracts discussed below are based on the CPPC methods of contracting and, therefore, are prohibited:

1. Salary Cost Times a Percentage Multiplier, Plus Direct Non-salary Expense. This type of contract contains CPPC methods of contracting because the consultant's indirect cost and profit are not fixed at the time the contract is signed.
2. Percentage of Construction Costs. This type of contract contains CPPC methods of contracting since a portion of the consultant's fee that does not reflect actual costs constitutes a profit that is not fixed at the time the contract is executed.

4.7 Specific Rates of Compensation (Not to Exceed (NTE)).

- 4.7.1 The "specific rates of compensation" contracting method should only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. Sponsor must get advanced approval from the FAA for all work conducted under this method.
- 4.7.2 The "specific rates of compensation" contracting method provides for reimbursement for consultant services on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee (profit)) plus any other direct expenses/costs, subject to an agreed maximum amount.
- 4.7.3 While the inclusion of fee (profit) in the loaded hourly rate(s) established for a contract allows the fee earned to be based on the labor hours worked on the project, this is not considered a "cost plus a percentage of cost" contracting method. A key distinction for the "specific rates of compensation" contracting method is that indirect costs and fee must be recovered as a component of the established, fixed hourly billing rates for labor hours worked. The negotiated rate is typically fixed for the life of the project, however, the Sponsor must reserve the right (by contract) to audit and adjust multiplier rates.
- 4.7.4 Use of this contracting method requires close monitoring to ensure efficient methods and cost controls are employed by the consultant.

4.8 Phasing of Work.

Design projects may be negotiated to be performed in phases and include two or more of the foregoing methods of compensation. For example, the first phase of a project might cover the development of the precise scope of work for a project and be paid for under a cost-plus-fixed-payment contract. The follow-on work could then be negotiated on the basis of information developed in the first phase and might be accomplished under a lump-sum contract.

4.9 Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. The following are typical expenses allowable under the above regulations:

1. Direct Salary Costs.
 - a. Direct salary costs include the cost of salaries of engineers, planners, computer aided design and drafting (CADD) technicians, surveyors, stenographers, administrative support etc., for time directly chargeable to the project.
 - b. Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.
2. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead. Refer to 48 CFR Part 31 for additional information on allowable overhead costs.
3. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept to support charges and allow auditing):
 - a. Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)
 - b. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
 - c. Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs not applicable to general overhead.
 - d. Identifiable computer and office supplies and stenographic supplies and expenses charged to the sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
 - e. Identifiable reproduction costs applicable to the work.
 - f. Advertising costs that are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.
 - g. Sub-consultant and outside services including administrative costs associated with managing said services, either by a reasonable percentage mark-up or time and expenses.

4.10 Non-Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant.

4.11 Fixed Fee.

A percentage rate is applied to determine payment for profit, willingness to serve, and assumption of responsibility. Expenses and any pass-through costs may not be included when applying profit to the price.

APPENDIX A. DEFINITIONS

Some common terms used in this AC are defined below. Additional definitions of terms and phrases are available in Order 5100.38, Airport Improvement Program Handbook, current version.

1. **Architectural/Engineering (A/E) Services.** The term “architectural and engineering services” means:
 - a. Professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
 - b. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - c. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
2. **Consultant.** A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in paragraphs 1 and 4, employed to undertake work funded under an FAA airport grant assistance program.
3. **Fee.** Compensation paid to the consultant for professional services rendered.
4. **Planning Services.** Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.
5. **Primary Engineer or Principal Consultant.** A firm that is held responsible for the overall performance of the service, including that which is accomplished by others under separate or special service contracts.
6. **Sponsor.** A public agency or private owner of a public-use airport that submits to the Secretary an application for financial assistance for the airport (49 USC § 47102(19)).
7. **Bridging Documents.** Preliminary engineering documents intended to define a scope of work for a subsequent design and construction efforts. These documents are typically prepared by a professional services firm who is not eligible to bid on the proposal.

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APPENDIX B. BIBLIOGRAPHY

This bibliography covers Public Law, FAA Orders, Advisory Circulars (ACs), and Code of Federal Regulations (CFRs) referenced within this AC.

B.1 Public Law.

1. Brooks Act: Federal Government Selection of Architects and Engineers. Public Law 92-582, 92nd Congress, H.R. 12807, October 27, 1972. (See <http://www.usa.gov/>.)
2. *United States Code*. Title 40 Subtitle I, Chapter 11 Selection of Architects and Engineers. (See <http://uscode.house.gov>.)
3. *United States Code*. Title 42 Chapter 55 USC 4321 National Environmental Act of 1969. (See <http://uscode.house.gov>.)
4. *United States Code*. Title 49 Subtitle VII, Aviation Programs, USC §47123 Nondiscrimination. (See <http://uscode.house.gov>.)
5. *United States Code*. Title 49 Subtitle VII, Aviation Programs, §47107(a) (17), Project Grant Application Approval Conditioned on Assurances About Airport Operations. (See <http://uscode.house.gov>.)
6. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47102 Definitions. (See <http://uscode.house.gov>.)
7. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47105 Project Grant Applications. (See <http://uscode.house.gov>.)

B.2 Code of Federal Regulations.

Access the Code of Federal Regulations online at

<http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE>.

1. Airport Noise Compatibility Planning. *Code of Federal Regulations*. Title 14 CFR part 150.
2. Contract Cost Principles and Procedures. *Code of Federal Regulations*. Title 48 CFR part 31.
3. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. *Code of Federal Regulations*. Title 29 CFR part 5.
4. New Restrictions on Lobbying. *Code of Federal Regulations*. Title 49 CFR part 20.
5. Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964. *Code of Federal Regulations*. Title 49 CFR part 21.

6. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. *Code of Federal Regulations*. Title 41 CFR part 60.
7. Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. *Code of Federal Regulations*. Title 49 CFR part 26.
8. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. *Code of Federal Regulations*. Title 2 CFR part 200.

B.3 FAA Orders and Advisory Circulars. Please refer to current versions.

1. U.S. Department of Transportation. Federal Aviation Administration. Order 1050.1, Environmental Impacts: Policies and Procedures. (See http://www.faa.gov/regulations_policies/orders_notices/.)
2. U.S. Department of Transportation. Federal Aviation Administration. Order 5050.4, Airport Environmental Handbook. (See <http://www.faa.gov/airports/resources/publications/orders/>.)
3. U.S. Department of Transportation. Federal Aviation Administration. Order 5100.38, Airport Improvement Program Handbook. (See <http://www.faa.gov/airports/resources/publications/orders/>.)
4. U.S. Department of Transportation. Federal Aviation Administration. Advisory Circular 150/5300-15, Use of Value Engineering for Engineering and Design of Airport Grant Projects. (See http://www.faa.gov/airports/resources/advisory_circulars/.)

APPENDIX C. SCOPE OF SERVICES SAMPLES

C.1 This appendix contains three different examples of Scope of Services. Example 1 is a Design Services scope, Example 2 is a Planning Services scope, and Example 3 is a Construction Services scope. Samples may not necessarily include all provisions and terms required by this AC. If a conflict exists between these examples and the AC, the AC will prevail.

C.2 Example 1. Design Services Scope.

TAXIWAY A SOUTH AND HOLDING APRON RECONSTRUCTION AND NEW HARDSTAND

ABC INTERNATIONAL AIRPORT

The consultant will provide the required professional services to design the reconstruction of Taxiway A South and holding apron and the proposed hardstand (attach a drawing or exhibit if necessary). This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Taxiway A South will be constructed in Portland Cement concrete and will be widened to 100 feet and have new 40-feet-wide asphalt shoulders added. The South Holding Apron will be reconstructed to essentially the same configuration as presently exists. Centerline taxiway lighting will be added to the taxiway and through the holding apron to Runway 18L/36R. Control panels in the FAA tower and field lighting electrical vault will also be modified for the new centerline lighting.

The new hardstand will be located north of the Airlift Airlines Maintenance Facility (currently under construction) south of the northeast Cargo Taxilane and west of the flying Bears hardstand. The hardstand will be a Portland Cement concrete apron with lighting similar to other hardstands, drainage to the Industrial Waste Sewerage System (IWS), and other utilities including fire protection. No downstream IWS changes are anticipated. It is anticipated that utilities are immediately available for fire protection adjacent to hardstand.

Professional services to be provided by the consultant will include civil, electrical and structural, and geotechnical engineering services required to accomplish the following items:

PHASE 1 - PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the preapplication, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Activities include:

1. Coordinate with airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines. Also coordinate with facilities and

maintenance and fire department. (This will require four coordination meetings throughout the design.)

2. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
3. Provide all geotechnical investigation and analysis and pavement and other nondestructive testing and analysis required for the design.
4. Coordinate with the airport's project manager for required survey information.
5. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. The consultant's phasing plan must take into account other airport construction projects.
6. Determine aircraft usage through coordination with Airport staff and information furnished by the sponsor. Design the pavements to meet the anticipated aircraft traffic.

PHASE 2 - ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions.
 - a. Evaluate local material suppliers, sources, and capabilities.
 - b. Evaluate drainage alternatives.
 - c. Review electrical lighting layouts and determine system relocation capacities.
2. Review and evaluate project layout.
 - a. Verify master plan dimensions and data.
 - b. Review findings and recommendations with airport personnel.
3. Complete a soils investigation, soils report, and recommendations including:
 - a. Field Exploration.
 - i. Conduct test pit explorations with a rubber-tired backhoe at various locations to a maximum depth of 8 feet in the runway, taxiway, and apron areas. Log and field classify soils and obtain samples for laboratory testing.
 - b. Laboratory Testing.
 - i. Perform laboratory index and strength tests as follows:
 - (1) Compacted CBR test (3 compaction points/test).
 - (2) Standard Proctor (4 point) compaction tests.
 - (3) Atterberg limit determinations.
 - (4) Sieve analysis.
 - (5) Unit weight and water content determinations.
 - (6) FAA soil classifications for all samples.
4. Complete necessary topography and site surveying, including establishment of project control points.

5. Complete pavement section alternatives analysis and provide recommendations including:
 - a. Conduct an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for up to three alternatives.
 - b. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding.
6. Complete preliminary plan and profile design for the runway, taxiway, and apron area.
7. Complete preliminary runway lighting, signing, and system circuitry layout.
8. Provide recommendations for construction phasing to the sponsor for their review.
9. Complete estimates of probable construction costs for the recommended alternatives.
10. Provide five sets of review documents.
11. Complete the preliminary design report including:
 - a. Geotechnical investigation.
 - b. Topographical survey.
 - c. Preliminary plans.
 - d. Pavement section design and analysis.
 - e. Drainage design analysis.
 - f. Estimates of probable construction costs.
 - g. Final summary and recommendations.
 - h. Phasing and scheduling recommendations.
12. Solicit comments on preliminary design from airport personnel and the FAA.

PHASE 3 - FINAL DESIGN

In the decision phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
3. Provide Engineering Report.
4. Develop specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the sponsor.

5. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines and in accordance with the Airport Certification Manual.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete final quantity calculations.
10. Solicit sponsor and FAA review and approval.
11. Provide ____ sets of contract documents.
12. Assist airport with advertising and interpretation of project requirements.
13. Assist airport with preparation of the FAA application.
14. Provide review of all submittal and shop drawings during construction.
15. Provide technical assistance and recommendations to the sponsor during construction.
16. The following project schedule will be utilized unless otherwise approve by the sponsor: Taxiway A South and the Holding Apron portion of the project will be phased to be constructed on an accelerated basis to be completed within two (2) months of the construction consultant's notice to proceed or earlier, if possible. During construction, runway 18L/36R will be kept in service at all times. The project limits will be defined such that the construction activities will not impact the operation of the runway as defined by airport and FAA operational criteria.
17. The construction budget for the project is \$____, including construction change order contingency. The consultant will evaluate the feasibility of this budget and keep the sponsor apprised during each phase of the design. The consultant will advise the sponsor as to options available for reducing construction costs to stay within the budget, if it appears that likely consultant bid prices will exceed this budget.

The design schedule is anticipated to be as follows:

Commission Authorization of Consultant Contract - 10/10/XX
Contract Execution - 10/10/XX
Start Design - 10/11/XX
50 Percent Design Review - 11/22/XX
Complete Design, Submit Estimates, Plans and Specs for Review 1/12/XX

Advertise for Bids - 3/21/XX
Open Bids - 4/11/XX
Prepare Award Memo - 4/12/XX
Award Construction Contract - 4/25/XX
Construction Contract Executed - 5/08/XX
Construction Notice to Proceed - 5/14/XX

Complete Taxiway A South & Holding Apron - 7/13/XX
 Complete Hardstand Construction - 11/01/XX

PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the consultant will assist the sponsor to monitor and document progress for quality and cost. Review consultant payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

ACTIVITIES

1. Assist with prebid conference and bid opening. Issue addenda, prepare an abstract of bids, and make recommendations for award.
2. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.
3. Solicit and review bonds, insurance certificates, construction schedules, etc.
4. Conduct preconstruction conference.
5. Complete construction staking, provide horizontal and vertical control.
6. Provide resident project representative to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
7. Prepare change orders and supplemental agreement, if required.
8. Prepare and submit inspection reports.
9. Prepare and confirm monthly payment request.
10. Conduct necessary quality control testing.
11. Conduct and document periodic wage rate interviews.
12. Conduct a final project inspection with airport personnel, the FAA, and the consultant.
13. Prepare as-constructed drawings and the final project from information furnished by the consultant.

C.3 Example 2. Planning Services Scope.

AIRPORT LAYOUT PLAN UPDATE

ANYTOWN MUNICIPAL AIRPORT

The purpose of this Airport Layout Plan Update (ALPU) is to identify potential development options specifically associated with closed Runway 10-28 at Anytown Municipal Airport. The existing Airport Layout Plan (ALP) is an integral component of the Airport Master Plan Update (AMPU) completed in 2005, which was based on data compiled in the mid-2000s, which is now nearly 10 years old. Since that time, a number of critical growth and operational issues have

surfaced that need to be assessed and factored into the preferred layout plan. Included in this assessment is a fresh look at terminal area development, growth within the adjoining (off-airport) industrial park, and an evaluation of airport land usage for aeronautical/nonaeronautical purposes.

This ALPU will help the community focus on the best course of action for continued development of the airport, by identifying the key critical issues the airport faces in the next five to ten years.

CRITICAL ISSUES

Anytown is in a multiyear airport development plan that includes the reconstruction of Runway 15-33, expansion of hangar and aircraft parking facilities, construction of an airport access road, plus plans for the development of a new terminal building, expanded aircraft parking, and fueling facilities.

The airport is now in a position to start focusing on long-term landside development, particularly along the closed runway, with a realistic assessment of the existing terminal area configuration on the east end of the closed runway. An equally important component of this study is the identification of aviation development limits on the west end of the closed runway over the next 20 years. These limits are critical to future expansion of both the airport and adjacent industrial park.

TASKS

XYZ Company proposes to provide the following services. To the maximum extent possible, and unless otherwise noted, data from the most recent AMPU and ALP will be used. In the interest of cost savings, updated aerial mapping will not be obtained for this project. XYZ Company will rely on existing data.

CONCEPT

XYZ Company will prepare a written report and update the ALP, focusing on development of airport landside facilities, with emphasis on the closed runway, and the limits of compatible aviation development. Findings will be presented in written form at key phases through the term of this project, with each subsequent part building on previously submitted information. This concept will result in the development of a complete draft report that will then be updated to reflect agreed upon changes, resulting ultimately in the final ALPU.

TASK A - STUDY DESIGN/ADMINISTRATIVE

1. Project Scoping Meeting. The consultant will arrange and attend a project scoping meeting with the FAA, state, and city of Anytown (Sponsor) to review the project scope and tasks and to confirm the specific requirements of the ALPU.
2. Refine Scope of Services. XYZ Company will refine and prepare a detailed scope of services and fee to complete the defined tasks for submission to the sponsor, state, and FAA.
3. Prepare Grant Application. XYZ Company will prepare and submit applications for Federal assistance. The sponsor will sign and distribute the applications to state and FAA. The grant application will be submitted on or about April 15, 20XX.

4. Attend City Council Meeting. XYZ Company will attend a regularly scheduled city council meeting for the purpose of answering questions and addressing issues concerning this project.
5. Grant Administration.
 - a. XYZ Company will submit a monthly invoice to the sponsor, including supporting documentation which specifically describes the work and other items for which the billing is submitted. The billing report will also include an estimate of the percent complete of each task appearing on the report. The sponsor will be billed on a monthly basis for all work conducted in association with this project.
 - b. The FAA and state will reimburse the sponsor for these fees through the grant reimbursement process. XYZ Company will prepare these grant reimbursement requests for the sponsor's signature and distribution to the FAA and state. It is anticipated that seven grant reimbursement requests will be prepared during the life of this project.

TASK B - ALPU REPORT

XYZ Company will prepare an ALPU report consisting of five chapters and various appendices, developed in two phases (draft and final).

Chapter 1 - Inventory and Forecasts

1. Update Existing Activity: This task will update existing based aircraft totals and evaluate current aircraft operations using industry standards, observations, and discussions with airport operators and users. The sponsor will provide XYZ Company with an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the sponsor and one copy each to the state and FAA. It is recommended that the sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the sponsor's webmaster or information technology (IT) department.

8. Meeting. XYZ Company will present the Inventory and Forecast data to the sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 2 - Demand/Capacity Analysis & Facility Requirements. Pending receipt and resolution of comments from the sponsor, state, and the FAA on Chapter 1, XYZ Company will prepare Chapter 2. XYZ Company will review and respond to comments to all parties.

1. Landside Facility Capacities: XYZ Company will identify the capacity of the existing landside facilities including, but not limited to aviation facilities: hangars, aircraft parking, fuel facilities; compatible non-aviation facilities: industrial park; and common facilities: automobile parking and access roads
2. Airside Facility Requirements: This ALPU will not evaluate airside facilities (runway, taxiways, etc).
3. Landside Facility Requirements: XYZ Company will evaluate existing landside facilities and compliance with FAA safety and design requirements. Based on the safety and capacity computations as well as the forecasts of aviation demand for the airport, XYZ Company will identify the needed improvements for the landside facilities (i.e., hangars, aircraft parking, automobile parking and access, and aircraft fueling facilities).
4. Forward Draft Findings: XYZ Company will prepare and submit the Capacity and Facilities Chapter, providing 10 copies of the draft chapter to the sponsor and one copy each to the state and FAA.
5. Meeting. XYZ Company will present its findings from the first two chapters to the sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 3 - Alternative Developments. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 2, XYZ Company will prepare Chapter 3. XYZ Company will review and respond to comments to all parties.

1. Identify Limits of Short-Term Aviation Development. Based on previously developed forecasts (Chapter 1) and identified facility needs (Chapter 2), XYZ Company will identify areas of airport property that can be used for future airport development. Emphasis will be placed along the entire close runway corridor, with particular attention given to realistic development of the existing terminal area.
2. Identify Potential Nonaeronautical Use. XYZ Company will analyze future aviation needs (projected in 5, 10, and 20 year periods) and then identify on-airport areas potentially available for compatible nonaeronautical use. Emphasis will be placed on development in the area along or in the vicinity of the west end of the closed runway.
3. Identify Development Alternatives: The objective of this task is to identify feasible landside alternative development plans for the airport based on Tasks A and B above. While a variety of alternative solutions could be considered, for the purposes of this study, XYZ Company will develop a series of possible alternatives consistent with the needs of the sponsor.
4. Forward Draft Findings: XYZ Company will prepare and submit the Alternatives Chapter addressing the tasks in this chapter, providing 10 copies of the draft chapter to the city, and one copy each to the state and FAA.

5. Preferred Alternative Meeting: XYZ Company will meet with the sponsor to assist him in evaluating and selecting the preferred alternative. Subsequent to the selection of the preferred alternative, XYZ Company will complete and submit an updated Alternatives Chapter to all parties.

Chapter 4 - Environmental Evaluation. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 3, XYZ Company will prepare Chapter 4. XYZ Company will review and respond to comments to all parties.

1. Identify Existing Environmental Conditions.
 2. This task will include the collection of data to identify protected resources and environmental issues as defined by the 23 impact categories found in FAA Order 5050.4, Airport Environmental Handbook, in the vicinity of the airport that are anticipated to be impacted by the proposed capital improvements or existing operations. A review of existing data and coordination with appropriate regulatory agencies will identify potential protected resources and issues important to the human and natural environment that may require additional data collection beyond the scope of this study. XYZ Company will conduct one site visit to compare existing conditions to written data.
 3. In addition, XYZ Company will review previous environmental permitting and, if applicable, protected resource mitigation performed as part of previous airport and industrial park improvement projects. This information will be useful to the sponsor when future environmental permits need to be obtained.
 4. Delineated flagged wetlands will be identified and evaluated using the current Federal and State (and local, if applicable) methodologies. These wetland boundaries, which are already digitized, will be placed on the appropriate airport plans and figures.
5. Identify Potential Adverse Impacts: Based upon the recommended airport improvements identified as the preferred alternative, potential impacts to the environment that are protected by local, State, and Federal regulations will be identified for the first five years of the planning period.
6. Describe Regulatory Requirements: XYZ Company will identify the permit requirements for the anticipated first five years of airport improvements. This information can then be used to plan the phasing requirements for each project (refer to Chapter 5 – Implementation Schedule & Financial Analysis).
7. Forward Draft Findings: XYZ Company will prepare and forward the Environmental Chapter covering the tasks described in this section. This chapter will provide the basis for the environmental permitting requirements and financial impacts presented in Chapter 6. XYZ Company will provide copies as previously described above.

Chapter 5 - Implementation & Financial Analysis. Pending receipt and resolution of comments from the sponsor, state, and FAA on Chapter 4, XYZ Company will prepare Chapter 5. XYZ Company will review and respond to comments to all parties.

1. Implementation Schedule. Based on the adopted preferred alternative, a phased implementation schedule will be developed. This schedule will be based on demand levels and their estimated timeframes for realization. This schedule will not only include the

development previously mentioned, but also major maintenance projects that were identified and necessary to maintain the viability of the airport.

2. Capital Improvement Plan. The ALPU will include a CIP using planning-level opinions of cost for each of the projects, both for development and maintenance of the airport. The distribution of eligible costs between the sponsor, state, FAA, and private investors will be evaluated for the presence of extensive financial burdens during any one timeframe; if necessary, projects may be shifted to offset this burden.
3. Funding Sources: XYZ Company will identify typical and potential funding sources for paying for proposed airport improvements or necessary maintenance projects.
4. Forward Draft Findings. XYZ Company will prepare and forward the Implementation Schedule and Financial Analysis Chapter covering the tasks described in this section. This chapter will provide the basis for future capital planning considerations on the part of the state and FAA. XYZ Company will provide copies as previously described above.

TASK C – UPDATE ALP

Three key components of the ALP will be updated: Existing Airport Layout Plan, Terminal Plan, and Ultimate Airport Layout Plan. The Approach Plan and Profile, Land-Use, and CFR Part 77 Analysis sheets **will not** be updated. Based on the selection of the preferred alternative, several drawings of the existing ALP set will require revisions and updating. All plans will be prepared to conform to state and FAA CADD standards and will be made available in electronic format.

1. Existing Airport Facilities Plan: This drawing will be updated reflecting changes since completion of the existing drawing. This drawing will be prepared at a scale of either 10 = 3009 or 10 = 4009.
2. Ultimate Airport Layout Plan: This drawing will be revised reflecting the preferred alternate layout. This drawing will be prepared at a scale of either 10 = 3009 or 10 = 4009.
3. Terminal Area Plan: This drawing will be prepared at a scale of either 10 = 509 or 1009 reflecting the revised preferred layout.
4. Forward Draft Findings: XYZ Company will prepare and submit the revised ALP drawings. One full-size 240 x 360 set will be provided each to the sponsor, FAA, and the state. In addition, a reduced 110 x 170 set will be provided in Adobe PDF to the sponsor's webmaster for inclusion on the city's website.

TASK D – FINAL DOCUMENTATION

1. Final Meeting. XYZ Company will hold a final project meeting with the sponsor, state, and FAA to review the project and solicit all final comments.
2. Final Report. Pending receipt of comments from all interested parties, a final ALPU report will be prepared. Bound, printed copies will be distributed to the sponsor, state, and FAA. Additional copies of the final report will be available upon request on CD-ROM in Adobe PDF format.
3. Airport Layout Plan. Four (4) full-size sets of the final ALP set will be distributed to the sponsor, state, and FAA for approval signatures. All signatory parties and XYZ Company will receive one (1) signed ALP set for their files.

ANTICIPATED PROJECT SCHEDULE

The following anticipated project schedule is based on the timely receipt and resolution of comments from the sponsor, state, and FAA:

Anticipated Project Schedule

Task	Date
Study Design	May 20XX
Inventory and Forecasts	June 20XX
Capacity Analysis and Facility Requirements	August 20XX
Alternatives Development	September 20XX
Environmental Evaluation	October 20XX
Financial Analysis	November 20XX
Airport Plans	December 20XX
Final Documentation	January 20XX

C.4 Example 3. Construction Services Scope.**DESIGN AND CONSTRUCT 6-UNIT HANGAR****ANYTOWN MUNICIPAL AIRPORT****ARTICLE A - DATA COLLECTION AND PROJECT DEVELOPMENT**

1. **Predesign Conference** - A representative of the engineer will attend a predesign meeting at the offices of the state to provide the representatives of the owner, the FAA, and the state with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The engineer will coordinate the date and time of the predesign conference via teleconferences, letters, faxes and emails to the representatives of the owner, the FAA and the state. The engineer will prepare a presentation of the project components for discussion at the predesign conference. The engineer will use the Airports Division Predesign Conference Form XX to determine the design and construction parameters that will be used for this project.
2. **Review and Evaluate Existing Data** - The engineer will compile the existing data that was prepared for previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.

3. Site Location Survey - The engineer will retain a professional land surveyor who is licensed in the State to provide site location survey services in the vicinity of the proposed hangar project area sufficient to prepare the project plans. The land surveyor may be required to locate the pertinent existing physical features within the vicinity of the project including pavements, drainage structures, swales and ditches, fence lines, property lines, rights-of-way, and tree and brush lines. The engineer will incorporate the results of the survey into the project plans to supplement the available existing data for the project locations.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the data collection and project development phase of the work in the form of subconsultant costs for land surveying. These costs will be included in the engineer's contract with the owner.

ARTICLE B - DESIGNS, PLANS AND SPECIFICATIONS

1. Project Plans - The engineer will prepare preliminary and final plans based on the existing conditions plans that were prepared during the data collection phase of the project. The engineer will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the project area for the construction of the hangar. The engineer will evaluate the project work area to identify other necessary incidental improvements that should be included in the project. The engineer will incorporate the electrical and structural plans into the project plans. The engineer will coordinate the development of the project plans with the staff of their aviation planning and environmental departments including:

- Title sheet
- Site plan
- Grading Plan
- Civil Details
- Cross Sections
- Hangar Elevations and Details
- Floor Plan and Details
- Foundation Plan and Details
- Building Details and Typical Sections
- Electrical Layout Plan
- Electrical Schedules and One-Line Diagram
- Electrical Specifications

- a. The engineer will distribute the preliminary plans to the owner, the state, and the FAA for review. The engineer will provide the owner with one (1) set of preliminary plans for review and comments. The engineer will provide the state with two (2) sets of preliminary plans for review and comments. The engineer will provide the FAA with five (5) sets of preliminary plans for review and comments. The engineer will further develop the preliminary plans into final plans subsequent to the review and comment period.
 - b. The engineer will distribute the final plans to the owner, the state, and the FAA. The engineer will provide the owner with one (1) set of final plans. The engineer will provide the state with one (1) set of final plans. The engineer will provide the FAA with one (1) set of final plans.
2. Project Specifications and Contract Documents – The engineer will prepare preliminary and final specifications and construction contract documents based on the preliminary and final plans. The engineer will incorporate the electrical and structural specifications into the project specifications. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.
 - a. The contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Anytown USA.
 - b. The engineer will distribute the preliminary specifications and contract documents to the owner, the state, and the FAA for review and approval. The engineer will provide the owner with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the state with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the FAA with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will further develop the preliminary specifications and contract documents into final specifications and contract documents subsequent to the review and comment period.
 - c. The engineer will distribute the final specifications and contract documents to the owner, the state, and the FAA. The engineer will provide the owner with one (1) set of final specifications and contract documents. The engineer will provide the state with one (1) set of final specifications and contract documents. The engineer will provide the FAA with one (1) set of final specifications and contract documents.
3. Estimates - The engineer will prepare estimates of material quantities and construction costs based on the plans, specifications, and environmental permitting requirements. The engineer will incorporate the electrical and structural estimates into the project estimates. The

estimates will be distributed to the owner, the state, and the FAA for review and modification. The owner, the state and the FAA each will be provided with one (1) copy of the estimates.

Note: The construction cost estimates will reflect the engineer's opinion of probable construction costs and will be based on the engineer's experience with similar recent construction. The engineer has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The engineer cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final project construction cost.

4. Electrical Design, Specifications and Estimates - The engineer will utilize the staff of their electrical division for the design of the electrical components of the hangar building. The engineer will visit the project site to determine the availability and suitability of the existing electrical system for the proposed project. The engineer will prepare electrical plans in the form of one line diagrams, electrical service installation details, panel schedules, lighting plan, power plan, and fixture schedule. The engineer will prepare electrical specifications and cost estimates for the construction of a pre-engineered metal building. The engineer will incorporate the electrical plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
5. Structural Design, Specifications and Estimates - The engineer will utilize the staff of their structural division for the design of the structural components of a hangar building measuring approximately 33-feet wide by 252-feet long. The engineer will visit the project site to determine the suitability of the proposed site for the hangar building. The engineer will utilize the geotechnical data compiled for the recent runway, taxiway, and apron reconstruction projects to evaluate the suitability of the existing soils to design the building foundation. The engineer will prepare structural plans in the form of building elevations, floor plans, foundation plans, reinforcing plans, structural cross sections, and details suitable for establishing the requirements of a pre-engineered metal building. The engineer will prepare structural specifications and cost estimates for the construction of the pre-engineered metal building. The engineer will incorporate the structural plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
6. Quality Control and Design Review - The engineer will conduct in-house quality control and design review meeting with experienced representatives of the engineer. The engineer will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. The electrical and structural plans will be reviewed separately by senior staff members in those disciplines. Subsequent to the independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE C - ENVIRONMENTAL SERVICES

1. **Regulatory Review** - The engineer will evaluate the preliminary design of the project to determine the environmental impacts of the project. The engineer will review the latest pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. The engineer will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the project based on the anticipated final design and its potential environmental impacts. The engineer will contact regulatory authorities through telephone calls, letter correspondence, fax, and email to confirm environmental, aviation, and municipal zoning regulations. The engineer will review the available environmental documents including the airport master plan and wetlands studies for environmental issues and recommendations. The engineer will incorporate the recommendations of the regulatory agencies into the final design of the project to mitigate the environmental aspects of the project.
2. **Facility Storm Water Pollution Prevention Plan** - The engineer will amend the owner's airport Storm Water Pollution Prevention Plan (SWPPP) which was prepared in 1996 for the owner's airport industrial use as required by the National Pollution Discharge Elimination System (NPDES) regulations. The engineer will prepare a revised airport base map depicting the hangar development and other incidental changes. The engineer will prepare a narrative describing the changes at the airport. The engineer will deliver the revised base map and narrative to the owner for inclusion in the SWPPP as an appendix.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, permit application fees, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE D - PROJECT ADMINISTRATION

1. **Scope of Services and Contract** - The engineer will communicate and coordinate with the owner via telephone, letters, fax, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The engineer will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the owner, the state, and the FAA for review and approval. The engineer will coordinate the preparation of the contract with the staff of their planning, CADD, and environmental departments.
 - a. The engineer will make changes to the work scope narrative and the fee schedules of the selected proposal. The engineer will make changes to the contract document standard provisions at the request of the owner's legal counsel and with the approval of the engineer's executive management. The engineer will prepare letters of transmittal and will distribute three (3) copies the final contract to the owner and the engineer's executive management for original authorized signatures. The engineer will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the owner, one (1) signed original copy to the engineer's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.

2. FAA Grant Application - The engineer will prepare seven (7) copies of the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances. The engineer will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The engineer will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer.
3. Executive Order 12372 - The engineer will communicate with the Anystate Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The engineer will prepare and submit six (6) copies of the submission package with a cover letter. The engineer will also prepare and deliver one (1) submission package with a cover letter directly to the U.S. Fish and Wildlife Service to facilitate Federal agency review of the proposed project. The engineer will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.
4. Reimbursement Requests - The engineer will prepare the Federal and State reimbursement requests using FAA Forms 5100-X and 5100-6X and State Form 55XX including letters of transmittal to the FAA and state. The engineer will compile the sponsor administration costs, engineering costs, subconsultant costs and construction costs. The engineer will submit five (5) copies of each reimbursement request package to the owner with transmittal letters for signature and forwarding to the FAA and the state for payment. It is anticipated that a total of six (6) reimbursement request packages including the final reimbursement request will be prepared and submitted during the course of the project.
 - a. The engineer will compile, review, and approve the consultant's construction cost data and will prepare FAA Form 51XX-8 periodic cost estimates. The engineer will submit seven (7) copies of the periodic cost estimates to the consultant for signature and return to the engineer for inclusion in the reimbursement request packages. It is anticipated that a total of four (4) periodic cost estimates will be prepared and submitted during the course of the project.
5. In-House Administration - The engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The engineer will prepare an in-house project work plan for distribution to the engineer's design team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.
6. Outside Administration - The engineer will provide general project administration and coordination including disseminating interim project data and information to the owner, the state, the FAA, and the engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the owner, the state, and the FAA of new developments throughout the design phase of the project.

7. Accounting Administration - The engineer will provide general project administration and coordination with the staff of their accounting department. The engineer will prepare the internal close out forms. The engineer will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The engineer will prepare and submit monthly invoices to the owner for services provided to the owner and for costs incurred by the engineer and their subconsultants. It is anticipated that a total of six (6) invoices will be prepared and submitted during the course of the project.
8. Miscellaneous Administration - The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the owner, the state, the FAA, and other interested parties; disseminating interim project information to the owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
9. Disadvantaged Business Enterprise Program - The engineer will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The engineer will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the Federal fiscal year 20XX. The engineer will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The engineer will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The engineer will deliver the advertisement to the owner to publish in one (1) newspaper as a public notice to provide a thirty day public comment period. The engineer will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The engineer will prepare the DBE program annual update on Form 4XXX at the conclusion of Federal fiscal year 20XX to reflect the actual DBE utilization on airport projects.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE E - BIDDING SERVICES AND CONSTRUCTION ARRANGEMENTS

1. Bid Documents - The engineer will prepare XX sets of bid documents comprising the construction plans, construction specifications, and construction contract in accordance with the requirements of the owner, the state, and the FAA.
2. Bid Advertisement - The engineer will prepare a legal advertisement and deliver it to three (3) newspapers to publish as a solicitation for construction bids in accordance with the owner's bidding procedures. The engineer will deliver the bid advertisement to five (5) plan viewing rooms for publication in order to maximize the project exposure and generate widespread consultant interest in the project. The engineer will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The engineer will notify the state and the FAA of the project's advertisement.

3. **Distribute Bid Documents** - The engineer will contact consultants who are potential bidders in order to maximize consultant participation in the project. The engineer will issue the bid documents to the interested bidders and to five (5) plan viewing rooms. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.
4. **Pre-Bid Conference** - The engineer will attend the pre-bid conference at the airport to present the project to interested parties and to answer consultants' and subconsultants' questions. The engineer will conduct a site walk of the project area to allow the consultants and subconsultants to observe the existing conditions first-hand and to ask questions regarding their observations. The engineer will prepare written responses to questions that require additional information that is not available at the time of the pre-bid conferences. The engineer will distribute the responses to the bid document recipients and pre-bid conference attendees.
5. **Bid Questions and Addenda** - The engineer will answer questions and provide technical advice to the potential bidders concerning the bid documents. The engineer will answer questions and provide technical advice to the owner concerning the bid documents. The engineer will prepare and issue one (1) addenda to the bid document recipients to clarify, modify, or correct the bid documents.
6. **Bid Analyses, Recommendation and Award** - The engineer will conduct a detailed analysis of the consultants' bids for completeness and accuracy and will note omissions and discrepancies. The engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The engineer will write a letter to the owner recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the owner, the state and the FAA, the engineer will issue a written notification to the successful bidder informing the bidder of the bid results. The engineer will disseminate the bid results to the plan viewing rooms.
7. **Bid Sureties** - The engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results. The engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The engineer will return the bid surety to the second low bidder after the successful bidder has executed the construction contract.
8. **Consultant Coordination** - The engineer will prepare six (6) copies of the consultant's bid proposal package for use as the construction contract document. The engineer will coordinate with and provide information to the consultant to facilitate the preparation and execution of the construction contract document. The engineer will review the consultant's construction contract for accuracy and completeness before submitting the document to the owner for final signatures. The engineer will prepare a checklist of tasks to be performed by the owner to fully execute the construction contract. The engineer will distribute the construction contract documents at the preconstruction conference.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey

materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

ARTICLE F - CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the owner, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the owner and the consultant.
3. Construction Administration - The engineer will provide general consultation and advice to the owner during the construction phase of the project. The engineer will provide general coordination between the owner, the state, and the FAA during the construction phase of the project. The engineer will assist the owner with the preparation and issuance of change orders, recommend construction specification waivers, and advise the owner as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the owner, the FAA, and the state.
 - a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.
 - b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the

owner and representatives of the electrical and structural divisions. The engineer's representatives will meet with the representatives of the owner and the consultant to discuss the project's progress and to identify areas of concern to facilitate the construction.

5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the owner, the FAA, the state, the resident engineer, and the consultant. The engineer will prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the owner, the FAA, the state, the resident engineer, and the consultant.
6. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the owner, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of mylar copies of the record drawings to the owner after the record drawings have been signed by all parties. The engineer will provide the owner with electronic files of the record drawings in AutoCAD DWG format and PDF format on CD-ROM.
7. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Ultimate Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
8. Airport Terminal Area Plan Drawing - The engineer will update the electronic version of the Airport Terminal Area Plan drawing which is identified as Sheet 4 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project and previous airport development.
9. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the owner, the FAA and the state.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and long distance telephone calls from the field. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the construction administration phase of the work in the form of subconsultant costs for geotechnical testing services. These costs will be included in the engineer's contract with the owner.

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

1. Resident Engineer - The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The resident engineer will be available for both full-time and part-time construction observation services during the 90 calendar day duration of the project as required by the nature of the ongoing construction activities.
 - a. For budgeting purposes, the resident engineer can be available sixteen (16) hours per week for twelve (12) weeks including travel time for a total of 192 hours during the course of the construction. The resident engineer can also be available for eight (8) hours to attend the final inspection. Variations to this proposed manhour distribution may be necessary as the work progresses but must not exceed 200 manhours. Additional manhours for the resident engineer must be addressed by a supplemental agreement.
 - b. The resident engineer will be the engineer's primary contact with the consultant and their subconsultants during the course of construction. The resident engineer will be available to meet with the representatives of the owner, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
 - c. The resident engineer will monitor and coordinate the construction progress; will coordinate with the owner, the engineer, and the consultant; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
 - d. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved by the consultant and will submit the reports to the engineer for review.
 - e. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their subconsultants' personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
 - f. The resident engineer will assist the consultant with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The consultant's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of

the construction survey data and to generate electronic drawings, sketches, and details at the request of the resident engineer to facilitate the construction.

Expenses - The engineer will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, blueprints, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the owner.

Outside Services - The engineer will incur certain project related costs during the technical observation phase of the work in the form of geotechnical subconsultant costs for quality assurance testing of construction materials and practices. These costs will be included in the engineer's contract with the owner.

APPENDIX D. CONSULTANT SERVICES FEE/COSTS SAMPLE

This example can be modified as necessary for any type of project.

Airport: _____

Project: _____

Date: _____

THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE
USED

TASKS	EMPLOYEE CLASSIFICATIONS					
	DIRECTOR AVIATION	PROJECT MANAGER	AIRPORT PLANNER	ENVIRO. ANALYST	CADD TECH	CLERICAL
1 Project Scoping Meeting						
2 Refine Scope and Fee						
3 Prepare Grant Application						
4 Attend City Council Meeting						
5 Update Existing Activity						
6 Field Inventory						
7 Identify On-Airport Developable Land						
8 Evaluate Existing Lease Agreements						
9 Update 1999 Forecasts						
10 Review and Respond to Comments						
11 Landside Facility Capacity & Requirements						
12 Meeting						
13 Review and Respond to Comments						
14 Identify Limits of Aviation Development						
15 Identify Development Alternatives						
16 Review and Respond to Comments						
17 Identify Existing Environmental Conditions						
18 Describe Regulatory Requirements						
19 Prepare and Forward Draft Findings						
20 Implementation Plan & Capital Improvement Plan						
21 Existing Airport Facilities Plan						
22 Ultimate Airport Layout Plan						
23 Final Meeting						
24 Prepare and Forward Final Report						
25 Prepare and Forward Final Airport Layout Plan						
TOTAL HOURS	0	0	0	0	0	0
HOURLY RATE	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0
Direct Nonsalary Expenses						
Travel (x miles at \$x.xx/mile)	\$0.00					Total Direct Salary Costs \$0.00
Per Diem	\$0.00					Overhead (xxx % of Direct Labor Costs) \$0.00
Reproduction	\$0.00					Total Labor Cost \$0.00
Testing	\$0.00					Fixed Fee (xx % of Total Labor Cost) \$0.00
Consultants/Outside Services	\$0.00					Subtotal \$0.00
Other	\$0.00					Total Direct Nonsalary Expenses \$0.00
Total Direct Nonsalary Expenses	\$0.00					TOTAL COST (Total Labor, Fixed Fee & Expenses) \$0.00

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APPENDIX E. DETAILED FEE/COST ANALYSIS SAMPLE

DATE: _____

PROJECT: _____

ESTIMATED CONSTRUCTION COSTS (ECC): \$ _____

ESTIMATED CONSTRUCTION DURATION: _____

i.e. calendar days

**THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE
USED**

ITEM	SPONSOR'S INDEPENDENT ESTIMATE	CONSULTANT FEE PROPOSAL	NEGOTIATION	
			DIFFERENCE	OBJECTIVE
Wages and Overhead	\$	\$	\$	
Overhead Percent				
Principal \$/Hour				
Project Manager \$/Hour				
Civil Engineer \$/Hour				
Electrical Engineer \$/Hour				
CADD Technician \$/Hour				
Resident Engineer \$/Hour				
Inspector \$/Hour				
Project Engineer (Construction) \$/Hour				
Surveyor \$/Hour				
2-Man Crew				
WORKHOURS				
Principal				
Project Manager				
Civil Engineer				
Electrical Engineer				
CADD Technician				
Resident Engineer				
Inspector				
Project Engineer (Construction)				
Surveyors				
Workhour Totals				
Geotech	\$	\$	\$	
Travel	\$	\$	\$	
Printing	\$	\$	\$	
Total Fee	\$	\$	\$	
As percent of ECC				

EMPLOYEE
CLASSIFICATIONS AND THEIR
TITLES VARY WITH EACH
CONSULTANT AND THE
PROJECT SCOPE

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APPENDIX F. RECORD OF NEGOTIATIONS SAMPLE**ARCHITECTURAL AND ENGINEERING SERVICES**

DATE:

Job Title

Location:

Anticipated A.I.P. Grant:

1. The consulting firm of XYZ was selected on January 21, 20XX, from those consultants who submitted their qualifications. A scope of work and detailed independent cost estimate in the amount of \$44,364 for the design phase and \$54,956 for the construction phase were prepared by the sponsor on February 21 and submitted to the ADO on February 23.
2. The scope of work and request for fee proposal were sent to XYZ Consultants on February 23.
3. The meeting was held on February 27 with the sponsor, consultant, and FAA to ensure the consultant had a thorough understanding of the scope of work.
4. The consultant submitted their fee proposal for the work on March 2, broken down as follows:

Design Phase \$58,224
Construction Phase \$66,345
5. A detailed cost analysis comparing the detailed independent estimate with the consultant's fee proposal was done on March 6 and negotiation objectives were established.
6. The sponsor's negotiator, Mr. A called Mr. X of XYZ Consultants on March 7 to discuss the fee proposal. It was agreed that the construction duration of 60 days was adequate. The consultant was told that their overhead rate appeared high and asked to submit a detailed statement of overhead expenses for the previous year to verify their rate. Also the man hours for the principal and project manager seemed excessive. It was also noted that both a resident engineer and an inspector were not needed on the construction site fulltime. The surveying manhours during construction were also excessive. The consultant agreed to revise their fee proposal and resubmit it to the sponsor.
7. The consultant submitted a revised fee proposal for the work on March 9, broken down as follows:

Design Phase \$51,286
Construction Phase \$59,432
8. The detailed cost analysis was revised on March 12 to reflect the consultant's revised fee proposal.
9. The sponsor's negotiator met with Mr. X of XYZ Consultants at the sponsor's office on March 13. Ineligible costs for entertainment and interest expense were deleted from the consultant's overhead and an acceptable overhead rate of 134 percent was agreed upon. A combined time of 60 man hours for the principal and project manager were agreed upon allowing 15 for the principal and 45 for the project manager. The consultant's figures of 302

civil work hours, 120 electrical work hours, and 410 drafting work hours were accepted. The consultant agreed to have a full time inspector on the job with a resident engineer also on the job one third of the time. The construction surveying work hours were reduced to 32 hours of a three-man crew. The consultant agreed to make the discussed changes and submit a final fee proposal.

10. The consultant submitted a final fee proposal for the work on March 14, broken down as follows:

Design Phase \$47,324

Construction Phase \$56,658

11. The final fee proposal is considered reasonable by the sponsor. A contract has been prepared for the agreement between the sponsor and consultant. The scope of work, draft contract, sponsor's independent cost estimate, consultant's fee proposals with revisions and detailed cost analysis are attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
12. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Sponsor's Signature

APPENDIX G. ALTERNATIVE PROJECT DELIVERY SYSTEMS

G.1 Alternative Project Delivery Systems.

G.1.1 Alternative project delivery systems (APDS) are popular construction methods in State and local governments. The philosophy behind these types of delivery systems is that there is a potential to reduce delivery time and minimize change orders that results in overall lower costs and greater efficiency.

G.1.2 Before undertaking alternative project delivery for an AIP funded project, the conditions for the project must be evaluated to determine if alternative delivery is more beneficial than the traditional design-bid-build method. The information contained in this appendix is offered to provide Sponsors with some insight when pursuing alternative project delivery. Sponsors should follow all applicable State and local laws but must include the required Federal contract clauses and provisions in the procurement documents. See Title 2 CFR § 200.326.

G.2 Alternative Project Delivery System Requirements.

The ADO must approve the use of an alternative project delivery system in advance of the project starting. The Sponsor must submit the following documentation to the ADO for review:

1. A description of the delivery system to be used.
2. A full description of the project with preliminary drawings of the proposed work.
3. Documentation that provides the reason and justification for using the alternative delivery system.
4. Documentation that the selection process is allowed under State or local law.
5. An organizational chart that shows contractual relationships between all the parties.
6. A statement describing what safeguards are in place to prevent conflicts of interest.
7. Documentation that the system will be as open, fair and objective as the traditional design-bid-build project delivery system.
8. Documentation of the amount of experience the parties involved in the project have in the proposed project delivery method.

G.3 Alternative Project Delivery Items Not Allowed Under AIP.

Because of federal contract and procurement requirements, some of the characteristics of APDS are not eligible on AIP funded projects. Some of these include:

1. Early completion bonuses
2. Cost overruns greater than 15%
3. Shared cost savings

4. Sponsor contingency costs
5. Price escalation
6. Sponsor insurance costs
7. In-state or local preferences

G.4 **Design-Build Project Delivery.**

G.4.1 49 U.S.C §47142 establishes design-build contracting as an approvable form of project delivery under AIP. Under the statute, design-build contracting is defined as an agreement that provides for both design and construction of a project by a single contractor. That contractor holds responsibility for the entire contract. Design-build may provide cost savings because of time savings in the contracting process as well as earlier start of construction.

G.4.2 Design-build project delivery can be performed by a single company with both design and construction ability in-house, or by a joint venture working under a single design-build contract. Design-build services can be performed under all the contractual methods used for construction including lump-sum, cost reimbursable with not-to-exceed ceiling (excluding cost-plus-percentage of costs) and time and material. If an outside firm is used to develop the initial qualifications package, that firm may not participate as a competing party or sub-party in step 2. However, they may participate as a Sponsor representative on the selection board. Design fees are part of the overall contract price, but are separated as a subset of the total price. Contracting for design-build services can be done through a two-step Competitive Proposal Selection (CPS) as described below:

1. **Step one:** The Sponsor prepares a design criteria package for the project using in-house staff or a separate professional services firm. The Sponsor also advertises for Design-Build firms or Joint Ventures to submit a qualifications package for consideration of the proposed project. Interested firms will respond to the solicitation, and are short-listed using a similar process used for QBS.
2. **Step two:** The design criteria package is issued to the short listed firm or teams, who respond with separate technical and price proposals. 49 U.S.C §47142 requires at least 3 firms submit proposals. Technical proposals which include preliminary drawings, outline specifications, and project schedules, are evaluated first, using a numerical **points earned** system. Then, price proposals are opened and prices are factored into the **points earned** system to decide the final selection

G.5 **Construction Manager-At-Risk (CM-A-R).**

G.5.1 Utilizing the CM-A-R delivery system, the Sponsor engages a professional services design firm and in the early design phase, a construction manager/general contractor (CM-A-R) is selected.

- G.5.2 The design firm is selected using professional services QBS. The CM-A-R is selected using a two-step competitive proposal.
1. **Step one:** The sponsor and design firm prepare a RFQ with preliminary project information and use qualifications based criteria to rank and short list the top firms.
 2. **Step two:** More detailed design information is provided to the short listed firms who reply with price information for various items such as, profit/contractor fee, insurance, bonding and general conditions.
- G.5.3 The CM-A-R is then selected with qualifications and price as a consideration.
- G.5.4 After selection, the sponsor then negotiates the fees for pre-construction services that may include:
1. Design document reviews
 2. Construction scheduling and sequencing
 3. Cost Estimating at various stages of the design
 4. Constructability reviews with recommended cost savings based on construction expertise.
- G.5.5 At some point either in the design stage or after subcontractor bidding, the CM-A-R and the Sponsor negotiate a Guaranteed Maximum Price (GMP) for the project. The GMP is generally comprised of construction/ materials, contractor fee, general conditions, insurance, bonding and a contingency percentage which varies depending on the state of the design. The Sponsor and the design firm are directly involved in fixing the GMP through cost estimating at different levels of design completion, typically the 30, 60, and 90% completion levels. Some State and local laws require that the GMP can only be fixed after the CM-A-R publically bids the project design packages.
- G.5.6 If the CM-A-R and the Sponsor cannot agree on a GMP, the project may be converted to the traditional design-bid-build method. Please consult the FAA program manager to discuss any consequences associated with such a change.
- G.5.7 During the construction phase, the CM-A-R role is of a general contractor. Since the GMP is designed to prevent cost overruns for the Sponsor, the CM-A-R bears the responsibility for ensuring the project stays on schedule, within budget and conforms to the plans and specifications.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Multi-Discipline Construction Management ServicesFunding Source: Interdepartmental Work OrdersPSC Amount: \$12,000,000PSC Est. Start Date: 07/01/2017PSC Est. End Date 06/30/2023**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services for various types of engineering work on an as-needed basis and other as-needed services to be determined.

B. Explain why this service is necessary and the consequence of denial:

Services are required to augment the workload of the Construction Management and Project Management staff at Infrastructure Design and Construction (IDC) and Building Design and Construction (BDC) and to provide services to other departments in the City for many emergency jobs and short term/duration projects that sometimes require diverse skill and expertise. Denial would cause delays to construction projects, which may result in additional costs to the City.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Previous contracts for As-Needed Multi-Discipline Construction Management Services were awarded to: Avila and Associates, CPM/AGS JV, CM Pros, Environmental & Construction Solutions, Dabri (Micro), DCMS (Micro), and Joe Hill (Micro) under PSC#4149-07/08 approved on 4/21/2008.

D. Will the contract(s) be renewed?

No. New RFQ's will be advertised.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The PSC duration exceeds 5 years to account for time needed to advertise and award. However, the contract duration will not exceed 5 years.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Licensed and/or certified resident engineers, assistant resident engineers, field engineers, construction inspectors, specialty engineers, schedulers, estimators, office engineers, claims specialist, with broad experience in managing construction projects, claims prevention, preconstruction survey/cost estimating, bid evaluation, scheduling analysis, value engineering, project control, and field inspection.

B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5201, Junior Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, if used in performance of contract and paid for by the City. Specialized field monitoring equipment and/or computer software may be provided.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Several positions do not exist in Civil Service: Scheduling Engineers, Cost Estimators, Claims Specialists, etc. Where applicable civil service classifications will be utilized; these contractual services will be used to augment City staff when there are peak loads on City staff's time or emergencies. Projects assigned on short term/duration on a part-time as-needed basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Yes. The City has been contracting out services for Cost Estimators and Scheduling Engineers and anticipates that these services will continue to be utilized.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided, as the City currently has qualified Construction Managers on staff. These services will only be utilized when and if the work cannot be prudently performed by internal staff. Where applicable, civil service classifications will be utilized; these contractual services will be used to augment City staff when there are peak loads on City staff's time or emergencies.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
Yes. Certain federal or state grants require a third party Contractor for quality control purposes. In these instances, contractual services must be utilized. Project Quality Assurance oversight personnel needed to be independent from production pressure...The level of Quality Program specified in the contract will depend upon the complexity and importance of the service or product. For some projects, all fifteen elements of these Quality Management System Guidelines might be specified. In other cases, the contractor, consultant, or supplier may be required to use only its existing quality programs or standards or other quality standards if specified by the grantee or any stakeholders. In addition, FTA Circular 4220.1F, Third Party Contracting Guidance, provides contracting guidance to assist grantees in procuring third-party services on capital projects receiving federal funding." "FAA AC 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, identifies items that should be included in a contract for engineering services. In some cases, the sponsor may retain an independent firm to perform testing for project control. It is, therefore, extremely important that the contract clearly delineate the division of responsibility and authority between the sponsor, the consultant, and the testing firm. For example, the agreement should define the party responsible for designating the location and number of tests, for interpreting test results, and for follow-up procedures for failing test results."
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 06/08/2017, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45682 - 16/17

DHR Analysis/Recommendation:

action date: 08/07/2017

Commission Approval Required

Approved by Civil Service Commission

08/07/2017 DHR Approved for 08/07/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: As-Needed Project Control Services for Operations

Funding Source: Interdepartmental Work Orders

PSC Amount: \$4,000,000

PSC Est. Start Date: 03/06/2017

PSC Est. End Date 12/31/2022

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Consultants will support projects for the Operations Group of Public Works. Consultants will perform specialized, critical, and urgent project control tasks that include construction management, cost estimating, scheduling, and claim analysis for various types of unique projects managed by the Operations Group. The Department intends to award two as-needed contracts not to exceed \$2,000,000 each.

B. Explain why this service is necessary and the consequence of denial:

The as-needed contracts will only be utilized when Public Works cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner, the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This service has been provided by senior City staff, but Consultant services will be used during heavy workloads when there are substantially more projects than the staff can handle.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This service will be used on an as-needed basis, and contracts will have a term of no more than 5 years.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Consultants must have extensive experience in construction management, scheduling, and cost estimating, with appropriate licensing and/or certification.

B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0941, Manager VI;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist: (1) The Operations Group is working at full capacity and postponement of pending projects would be contrary to the public interest, or (2) Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the services are only going to be utilized on an as-needed basis.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Since these services are only going to be utilized on an as-needed basis and we already have City classifications to perform this work, there is no need to provide training to existing staff.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 12/21/2016, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47167 - 16/17

DHR Analysis/Recommendation:

action date: 03/06/2017

Commission Approval Required

Approved by Civil Service Commission

03/06/2017 DHR Approved for 03/06/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Consulting and Training Services Using Lean Six Sigma Methodologies

Funding Source: Overhead Fund

PSC Amount: \$110,000

PSC Est. Start Date: 07/01/2021

PSC Est. End Date 06/30/2027

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The Consultant shall provide consulting and training services for process improvement and change management strategies to San Francisco Public Works staff on the Lean Six Sigma methodologies, techniques, and tools, in alignment with the Malcom Baldrige Excellence Framework.

Services may include but are not limited to: development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodologies and the Baldrige Excellence Framework; providing support, training and mentoring to front line staff, supervisors and managers as they go through various levels of Lean Six Sigma training (white belt, yellow belt, green belt and/or black belt) and change management training; and providing support for leadership and senior management on organizational excellence and process improvement programs following the Baldrige Framework.

B. Explain why this service is necessary and the consequence of denial:

San Francisco Public Works has initiated efforts towards continuous improvement and this service is necessary to proceed with the department's goals towards finding opportunities for improvement, maximizing value and reducing defects and waste through Lean Six Sigma methodologies. The consultant is also key in the department's goal to align with the Malcolm Baldrige Excellence Framework. Denial of this service can negatively impact both the day-to-day operations and long-term mission/goals of the Department.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Previous contracts under Contract ID 1000015924 under PSC#38903-1920 approved on October 21, 2019.

D. Will the contract(s) be renewed?

Yes, if there is a need to continue the services.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The anticipated contract term is for five years, the additional time is to allow for any delays in RFP processing and awarding the contracts.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

We are requesting training to increase staff capacity in executing process improvement projects and in identifying and solving problems. This process improvement training supports a culture of continuous improvement as well as foster a better working environment and service delivery to our clients and customers.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience that demonstrate capability and knowledge in training, implementing, and coaching process improvement programs using Lean Six Sigma methodologies, as well as knowledge and expertise in implementing the Baldrige Excellence Framework in other organizations with similar size and complexity as Public Works.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The expertise required for development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodologies and the Baldrige Excellence Framework has been compared against current City resources. However, current City resources do not provide in-depth and comprehensive training and support that San Francisco Public Works needs.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
There are currently no civil class that can perform this type of work, as this requires a very specific level of expertise and knowledge related to the Baldrige Excellence Framework and Lean Six Sigma.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, given the high level area of expertise required for this engagement.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. To acquire skills on executing process improvement projects, multiple cohorts will be scheduled for Process Improvement: Lean Six Sigma Yellow Belt Training and more advanced training (Green or Black Belt training). The training sessions will focus on the concepts of Lean Six Sigma and will be conducted by the consultant. Estimated hours for basic training for one cohort is 25-30 hours over a span of 3 months for teams to finish training and complete a process improvement project. Each cohort may have around 25 participants, including but not limited to, front line staff, supervisors and managers.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. Union Notification: On 04/20/2021, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified**

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44741 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
To: Burns, Alexander (DPW); cmoyer@nccrc.org; [Frigault, Noah \(HRC\)](mailto:Frigault, Noah (HRC)); sfdpoa@icloud.com; Mjayne@iam1414.org; [Emanuel, Rachel \(DEM\)](mailto:Emanuel, Rachel (DEM)); laborers261@gmail.com; [Laxamana, Junko \(BOS\)](mailto:Laxamana, Junko (BOS)); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; [Meyers, Julie \(HSA\)](mailto:Meyers, Julie (HSA)); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; [wendywong26@yahoo.com](mailto>wendywong26@yahoo.com); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo, Katherine (PUC)); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; [Poon, Sin Yee \(HSA\)](mailto:Poon, Sin Yee (HSA)); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; [Macaranas, Belle \(DPW\)](mailto:Macaranas, Belle (DPW)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 44741 - 20/21
Date: Tuesday, April 20, 2021 10:49:32 AM

RECEIPT for Union Notification for PSC 44741 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 44741 - 20/21 for \$110,000 for Initial Request services for the period 07/01/2021 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16302> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Organizational Process Improvement Yellow Belt TrainingFunding Source: Training and Overhead BudgetPSC Amount: \$10,000PSC Est. Start Date: 09/16/2019PSC Est. End Date 09/15/2020**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Consultant will prepare and hold two two-day sessions of "Yellow Belt" training program designed for leaders and emerging talent that will develop internal capabilities to effectively execute process improvement projects. Key areas of Yellow Belt training include: Introduction to Lean and Six Sigma; Develop ability to identify 7 types of wastes in processes; Develop and apply 5S principles and tools; Introduction and application of Value Stream Mapping; Introduction to Project Management for Process Improvement for Public Works executive and leadership teams. The training programs are design to build knowledge and skills that will enable them to achieve and implement actions towards SF Public Works (PW) Strategic Planning goals for continuous improvement.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to help support Public Works achieve the 2020 Strategic Plan goals. Such training will build internal capabilities to effectively execute process improvement system wide and track long term success in relation to strategic planning goals of the department with the future goal of eliminating outsourcing such services. Without these services, PW leaders and emerging talent will not have access to career and organizational development skills as well as current process improvement methodology that will help improve the Department's performance management system, review and formalize processes system wide and tracking long-term success of all process improvement related outcomes.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Similar training services and type of services have been approved for/and related to Organizational Improvement Process(PSC 39434-1920); Professional Consulting Services for Strategic Plan (PSC 30542-1920)

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

The Consultant will provide specialized process improvement training through teaching the concepts of Lean Six Sigma in the context of Baldrige Excellence Framework with the intention to improve the Department's key business processes.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: -In-depth knowledge and understanding of Baldrige Excellence Framework and Lean Six Sigma concepts and methodologies based on the American Society of Quality. - Expertise with developing strategies to improve organizations performance management system - Experience as a lead coach/Instructor in leadership and training for variety of employee positions, from leadership to front-line staff.

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

These specialized training services for Baldrige and Lean Six Sigma training and implementation do not exist within the City. The required services is short term.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

There are currently no civil service class that can perform this type of work, as this requires a very specific level of expertise and knowledge related to the Baldrige Excellence Framework and Lean Six Sigma.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Given the high level area of expertise required and intermittent/short term nature of the work

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. Yes. Consultant will prepare and offer two two-day Yellow Belt training sessions to increase knowledge and skills of emerging leaders from different areas of the agency to effectively execute simple process improvement projects. Approximately 60 employees will be trained between all sessions.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 09/13/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 1155 Market St. 4th floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38903 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/21/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Child Welfare Reporting and Analysis

Funding Source: 50% County, 50 Fed

PSC Amount: \$520,000

PSC Est. Start Date: 07/01/2021

PSC Est. End Date 06/30/2025

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The Contractor shall provide the following parallel services during the term of this contract: A) SafeMeasures; B) Structured Decision Making; C) Ad Hoc Analytics; and D) On-Site training and coaching to FCS staff, supervisors and managers.

A. SafeMeasures: The California Department of Social Services provides the Contractor with bi-weekly extracts from the statewide child welfare database. The Contractor conducts an analysis to display the data in tables that are related to the Division 31 Requirements that regulate child welfare operations. The Contractor organizes the data into a user-friendly, point-and-click format that allows managers, supervisors, and child welfare workers to view data by program, by office site, by unit, and by individual. The Contractor is one of two entities who has access to the state's database. SafeMeasures is a tool that supports measurement of both processes and outcomes.

B. Structured Decision-Making: The FCS program utilizes an actuarial-based safety assessment tool, Structured Decision-Making (SDM) to improve its understanding of child risk and to improve case decision-making. The Contractor manages the data generated by these assessments and produces an annual management report, which compiles information from child welfare assessments. SDM is a logic tool based on probabilities, statistics, and research on outcomes.

C. Ad Hoc Analytics: Using data extracts from SafeMeasures and the Structured Decision-Making tools, the Contractor will provide, on a monthly basis or as requested, ongoing reports related to various outcome measures as identified in the Family and Children Services (FCS) System Improvement Plan, including disproportionality, differential response, standardized assessments, and permanency. The Contractor will also provide comprehensive quarterly reports that include information related to foster care placement patterns, with particular focus on racial disproportion, distance of placement from home, adolescents in placement and length of time in care, children in institutional care, and placement moves.

D. On-Site training and coaching to FCS staff, supervisors and managers: The Contractor will provide Safety Organized Practice (SOP) to Domestic Violence (DV) training and coaching for Protective Services Workers, coaches and Protective Service Supervisors. The Contractor will also provide management training for leadership development and implementation of the tools. The training will be conducted in connection with the SDM tool, to teach staff how to apply the material in the evidence-based decision making tool regarding domestic violence and moving it through SOP.

B. Explain why this service is necessary and the consequence of denial:

The Contractor is a non-profit, Software as a Solution (SaaS) provider. The Contractor will provide the web based SafeMeasures and the Standard Decision-Making (SDM) tool. SafeMeasures organizes case data according to performance requirements of the state legislature AB636. In addition, SafeMeasures allows staff to plan the Division 31 requirements and drill-down to individual, unit, and program performance. The SDM tool assists HSA in meeting their goals to promote the ongoing safety and well-being of children. The SDM tool is an evidence and research-based system that identifies the key points in the life of a child welfare case and uses structured assessments to improve the consistency and validity of each decision. SafeMeasures provides a child welfare database that is capable of organizing case data for state-mandated reports. State legislature AB636 requires counties to be responsible for reporting on a series of measurements that provide key indicators of program outcomes, process and receipt of critical services. The California Department of Social Services (CDSS) uses SafeMeasures for its audits of county compliance. The Contractor is the only SaaS provider that has access to the CDSS' confidential CWS/CMS (Child Welfare System/Case Management

System) data extract to generate reports that is used to determine compliance with AB636 and reports that assist social workers with case work. The system gives up-to-date information on case management and compliance to ensure children are being seen, services are being provided, and the county is meeting the mandates. The state also mandates the use of a decision-making tool. Almost all of the counties in California uses SDM. The consequences for denial are that there would be poorer outcomes for families and children. The county would be out of compliance of state/federal requirements. And, a higher chance of critical incidences occurring that could have been preventable. The SafeMeasures tool extracts data from the child welfare state database used by all counties. The State has allowed the Contractor to use the data and make reports. Only the Contractor has the ability to do this. The City's IT department cannot run reports or pull data at the level in which the Contractor can.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services have been provided by the current contractor since 2008. Most recently, the services were provided under PSC#44506-19/20

D. Will the contract(s) be renewed?

Yes

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

these services have been provided since 2008 and was approved under the continuous PSC #2001-08/09 and then PSC 44506-19/20 . The contract is being renewed, therefore a new PSC is being sought.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

Access to the Contractor's databases, training, and reporting services are necessary to meet county-specific needs for the child welfare system. The City does not have the subject matter and technical expertise to provide these services on their own. The City also does not have a database program that is connected to the state's secure database.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor is the only provider of a child welfare database that is capable of organizing cases for state-mandated reports. The California Department of Social Services currently uses SafeMeasures for its audits of county compliance with child welfare regulations. The Contractor is the only organization providing a child welfare data portal that fully meets the department's needs, providing county-specific progress measurements and responses to data requests. For SafeMeasures, the required skills and/or expertise are: Knowledge of the child welfare system's outcomes and indicators Technical expertise Access to state database For Structured Decision-Making, the required skills and/or expertise are: Research and knowledge of child welfare as it relates to case decision making (risk & safety, removal, return of the child, case closures, etc.) Technical expertise in program/evidence-based decision making tool Background in evaluation and testing of tools

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1232, Training Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2944, Protective Services Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None. The child welfare database is a proprietary system. The City does not have the expertise or the resources to develop two systems.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

This contract is specific to the child welfare system SafeMeasures and the Structured Decision-Making Tool. There is propriety control over both of these systems. The work requires subject matter experts in both systems and child welfare which are currently not available through civil service positions. The City does not have the combined field expertise and technical ability to create and maintain these systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It is not practical to adopt a new civil service class to perform this work due to the two database systems being proprietary.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. The Contractor will provide highly technical training regarding domestic violence in the Safety Organized Practice/Structured Decision-Making Tools. The Contractor will also provide management training on how to properly use the two databases to run reports. Training on the basic use of the tool will be conducted by City staff.

C. Are there legal mandates requiring the use of contractual services?

Yes. The Contractor's system organizes case data according to performance requirements of the State legislature AB636. The state requires counties to use an SDM tool. Almost all counties use in California use the Contractor's tool.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

Yes. Next Commission approval: 6/24/21

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 04/23/2021, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Misson Street, Suite 500 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43546 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: [Gendelman, Johanna \(HSA\)](#); [Frigault, Noah \(HRC\)](#); [Meyers, Julie \(HSA\)](#); [Ricardo.lopez@sfgov.org](#); [Basconcillo, Katherine \(PUC\)](#); [pcamarillo_seiu@sbcglobal.net](#); [Wendy.Frigillana@seiu1021.org](#); [pscreview@seiu1021.org](#); [ted.zarzecki@seiu1021.net](#); [davidmkersten@gmail.com](#); [xiumin.li@seiu1021.org](#); [Poon, Sin Yee \(HSA\)](#); [david.canham@seiu1021.org](#); [jtanner940@aol.com](#); [Laxamana, Junko \(BOS\)](#); [WendyWong26@yahoo.com](#); [wendywong26@yahoo.com](#); [tmathews@ifpte21.org](#); [kschumacher@ifpte21.org](#); [pkim@ifpte21.org](#); [amakayan@ifpte21.org](#); [L21PSCReview@ifpte21.org](#); [Gendelman, Johanna \(HSA\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43546 - 20/21
Date: Friday, April 23, 2021 9:44:02 AM

RECEIPT for Union Notification for PSC 43546 - 20/21 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 43546 - 20/21 for \$520,000 for Initial Request services for the period 07/01/2021 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16375> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: JOAN MILLER, DEPUTY DIRECTOR
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS

DATE: SEPTEMBER 20, 2019

SUBJECT: CONTRACT MODIFICATION: NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NON-PROFIT) FOR PROVISION OF CHILD WELFARE REPORTING AND ANALYSIS

	<u>Current</u>	<u>Modification</u>	<u>Revised</u>	<u>Contingency</u>	<u>Total</u>
CONTRACT TERM:	7/1/16 – 6/30/21	7/1/19 – 6/30/20			
CONTRACT AMOUNT:	\$611,590	\$68,870	\$680,460	\$68,046	\$748,506
ANNUAL AMOUNT:	<u>FY 16/17</u> \$106,815	<u>FY 17/18</u> \$147,715	<u>FY 18/19</u> \$143,430	<u>FY 19/20</u> \$175,685	<u>FY 20/21</u> \$106,815
	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
Funding Source					
MODIFICATION	\$34,435		\$34,435	\$6,887	\$75,757
FUNDING:					
PERCENTAGE:	50%		50%		100%

The Department of Human Services (DHS) requests authorization to modify the existing contract with National Council on Crime and Delinquency (NCCD) for the period of July 1, 2019 to June 30, 2020, in the additional amount of \$68,870 plus a 10% contingency for a revised total contract amount not to exceed \$748,506. The purpose of this modification is to expand on-site training and coaching of safety-organized practice (SOP) to include a domestic violence component to Family & Children Services (FCS) staff, supervisors and managers. Recent critical incidents involving domestic violence have increased the need for skill building to improve child welfare practice in the area of assessment, case and safety planning.

Intimate partner violence is a commonly occurring problem for the families that Family & Children Services (FCS) works with and the traditional approaches to helping families address this problem have not been very successful. This often results in a cycle of violence for families and repeat referrals and system entries for children. As a system, FCS has been challenged to engage with families and develop real, lasting safety when a pattern of intimate partner violence is involved and FCS has experienced a couple of high profile situations with tragic outcomes for families.

To address this issue, all case carrying protective services workers, supervisors, managers and directors will participate in mandatory trainings offered by NCCD. Training learning objectives include knowledge acquisition safety based principles and specialized approaches designed to support survivors and engage perpetrators involved in intimate partner violence.

Background

Core services of this contract provide San Francisco Human Services Agency access to SafeMeasures®, a web-based data-mart, and to obtain reporting services to meet county-specific data needs. It will also provide for management information reports, technical assistance, and training to support the City's utilization of Structured Decision Making (SDM) system for Family & Children's Services' child welfare program.

Contractor will provide access to case and assessment information for child welfare managers and to the agency's planning and evaluation team. The online data-mart and reports will improve the agency's quality of decision-making and planning, ultimately improving the outcomes for children and families who become involved in the child welfare system.

Services to be Provided

Under this modification, the contractor shall provide the following additional service during year four (7/1/2019 – 6/30/2020) of the term of this contract, as outlined in Section VI(D) of Appendix A-5:

NCCD will provide an **on-site training and coaching to FCS staff, supervisors and managers to strengthen existing knowledge and practice in the following area:**

- i. Safety Organized Practice (SOP) Approach to Domestic Violence (DV)
- ii. Coaching for Protective Services Workers (PSWs), Coaches and Protective Service Supervisors (PSS)
- iii. Leadership Development and Implementation

Performance Monitoring Rating for FY18-19: Contractor met objectives.

Selection

NCCD is the sole source developer and trademark owner of the "SDM Assessment" system. NCCD's Safe Measure is the only system to provide a child welfare data portal that meets the Division 31 Requirements and organizes the data into a user-friendly, point-and-click format that allows managers, supervisors, and child welfare workers to view data by program, by office site, by unit, and by individual.

Funding

Funding for this contract is provided through a combination of General Fund, State, and Federal funds.

ATTACHMENTS

Appendix A-5 – Services to be Provided

Appendix B-5 – Calculation of Charges

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, California 95814



February 3, 2004

ALL COUNTY LETTER: 04-05

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY PROBATION OFFICERS
ALL CHILD WELFARE SERVICES PROGRAM MANAGERS

SUBJECT: IMPLEMENTATION OF CHILD WELFARE SERVICES OUTCOME AND
ACCOUNTABILITY SYSTEM

REFERENCE: WELFARE AND INSTITUTIONS CODE SECTION 10601.2,
STATUTES OF 2001 (AB 636)

REASON FOR THIS TRANSMITTAL

- ☒ State Law Change
☐ Federal Law or Regulation
Change
☐ Court Order
☐ Clarification Requested by
One or More Counties
☐ Initiated by CDSS

Pursuant to State Law (AB 636), effective January 2004, a new Child Welfare Services Outcome and Accountability System will begin operation in California. The new system, referred to as the California-Child and Family Services Review (C-CFSR), was developed in accordance with the provisions of WIC 10601.2 and focuses primarily on measuring outcomes in Safety, Permanence and Child and Family Well-Being. The new system replaces the former Child Welfare Services Oversight System which focused exclusively on regulatory compliance and brings California's oversight into alignment with the Federal Child and Family Service Review oversight system of the states.

OVERVIEW

The new system operates on a philosophy of continuous quality improvement, interagency partnerships, community involvement and public reporting of program outcomes. The principle components of the system include: Quarterly Outcome and Accountability Reports published by the California Department of Social Services (CDSS); County Self-Assessments; County Peer Quality Case Reviews; County System Improvement Plans and State Technical Assistance and Monitoring.

The features of each component include:

- Quarterly Outcome and Accountability County Data Reports - in early 2004, CDSS will begin issuing quarterly reports with key safety, permanence and well being indicators for each county. These quarterly reports provide summary level Federal and State program measures that will serve as the basis for the county self assessment reviews and be used to track State and county performance over time. The initial January 2004 report will serve as the baseline level of performance for each county and represents the starting point that each county

will use to measure improvement. It is important that counties not draw comparisons to other counties or even to the State as a whole given the differences in demographics, resources and practice. The intent of the new system is for each county, through their self assessment, to determine the reasons for their current level of performance and to develop a plan for measurable improvement. (Note: the initial Quarterly Data Report does not contain all of the elements in the C-CFSR matrix listed in the CWS Outcomes and Accountability Conceptual Design. The remaining measures are under development and will be reported for the next self assessment cycle).

- County Self-Assessment - is a focused analysis of the data from the January 2004 report performed by each county of its' own Child Welfare Services program including such services provided to probation youth. The county Child Welfare Agency in partnership with the county Probation Department, proportionate to their share of children in the system, will work together with public and private agencies, the judiciary and the community to complete the assessment. The Self-Assessment Outline and Instructions provide the requirements and format to ensure that the county examines all program areas. This is necessary to determine the basis for current level of performance and to identify procedural, systemic, practice or resource barriers to improved performance. Counties are strongly encouraged to utilize existing planning processes and/or existing community based groups to facilitate the public input into the self assessment process.
- County Peer Quality Case Reviews (PQCR) – an extension of the county's self-assessment process and is guided by questions raised by the analysis of outcome data and systemic factors. The goal of the PQCR is to analyze specific practice areas and to identify key patterns of agency strengths and concerns for the host county. The PQCR process uses peers from other counties to promote the exchange of best practice ideas within the host county and to peer reviewers. The peer reviewers provide objectivity to the process and serve as an immediate onsite training resource to the host county.
- County System Improvement Plans - are developed by the lead agencies in collaboration with their local partners and are approved by the County Board of Supervisors and CDSS. The overall focus of the plan is a commitment to specific measurable improvements in performance outcomes that the county will achieve within a defined timeframe. The County System Improvement Plan will establish program priorities, define the actions steps to achieve improvement and establish the specific percentage increases in performance that the county will achieve within the term of the plan. The County System Improvement Plan is based on the previous components and it is recommended that all counties include early

involvement of the Board of Supervisors or their representatives in the county Self-Assessment to ensure timely submission of the Plan to the State.

- State Technical Assistance and Monitoring – The CDSS staff will monitor the completion of all activities under the C-CFSR for each county, including: ongoing tracking of county performance measures, reviewing county self-assessments for completeness, participation in peer quality case reviews and review and approval of the county system improvement plans. The CDSS will provide guidance and technical assistance to counties during each phase of C-CFSR process and ultimately track and report on progress toward measurable goals set by each county in their plan. As the new C-CFSR system is fully implemented, CDSS will compile the county information to fulfill the requirements for a Statewide Self-Assessment and Program Improvement Plan under the Federal review process.

IMPLEMENTATION REQUIREMENTS AND TIMEFRAMES

The new C-CFSR system is effective beginning January 2004. When fully implemented, the C-CFSR process will be a tri-annual review with a third of the counties completing all steps in the review process every third year, with annual updates to their County System Improvement Plan. For the initial implementation of the new system, however, all counties are required to complete a County Self-Assessment and County System Improvement Plan.

The CDSS will issue instructions in future All County Letters regarding conversion of the C-CFSR to a tri-annual process and, any changes to the forms or instruments. The CDSS will also issue implementing regulations. For purposes of the initial implementation year the following actions must be taken no later than the date indicated:

- 1) **Quarterly Outcome and Accountability Data Reporting Begins:** January 2004

The initial report will be sent to each county in early 2004.

- 2) **County Self-Assessment Reviews Completed and Submitted to CDSS:** June 30, 2004
- 3) **County System Improvement Plans Approved by the County Board of Supervisors and the California Department of Social Services:** Sept. 30, 2004

INSTRUCTIONS AND FORMS

Attached you will find:

- a) A sample quarterly County Outcome and Accountability County Data Report (Attachment A) and the report Interpretation Guide (Attachment B), which defines the terms used and identifies additional sources of information for each item in the report. It is important that counties as part of their analysis of performance review the underlying breakout of information, which will include breakouts by age, ethnicity and placement type. In this way, the analysis can focus on specific issues impacting the unique needs of the subset of population that make up each county caseload.
- b) The County Self-Assessment Outline and Instructions (Attachment C) which describes the content of the self-assessment and who must participate.
- c) The County Peer Quality Case Review guide, instructions and forms (Attachment D). For the implementation year counties are not required to conduct a PQCR. Several counties on a voluntary basis will test the peer quality case review process, which will subsequently be refined based on input and incorporated into the future tri-annual reviews.
- d) The County System Improvement Plan Instructions (Attachment C) which provides the instructions for the format, content and who must participate.

The implementation of the new C-CFSR is a significant event in the evolution of the Child Welfare Services system in California. It represents a fundamental shift from monitoring process activities to evaluating improved outcomes for the children and families served by this important program. It also represents an opportunity to involve all aspects of the system and the community into the discussion on how to achieve better outcomes for children and families.

If you have any questions, you may contact Ellie Jones, Chief of the Children's Services Operations Bureau at (916) 681-8100.

Sincerely,

Original Document Signed By:

BRUCE WAGSTAFF
Deputy Director
Children & Family Services Division

Attachments

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICESDept. Code: DSSType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 44506 - 19/20)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Child Welfare Reporting and AnalysisFunding Source: 50% County; %50 FederalPSC Original Approved Amount: \$950,000PSC Original Approved Duration: 07/01/13 - 06/30/20 (7 years 1 day)PSC Mod#1 Amount: \$133,593PSC Mod#1 Duration: 07/01/13-06/30/21 (1 year)PSC Cumulative Amount Proposed: \$1,083,593PSC Cumulative Duration Proposed: 8 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor shall provide the following parallel services during the term of this contract: A) SafeMeasures; B) Structured Decision Making; C) Ad Hoc Analytics; and D) On-Site training and coaching to FCS staff, supervisors and managers.

A. SafeMeasures: The California Department of Social Services provides the Contractor with bi-weekly extracts from the statewide child welfare database. The Contractor conducts an analysis to display the data in tables that are related to the Division 31 Requirements that regulate child welfare operations. The Contractor organizes the data into a user-friendly, point-and-click format that allows managers, supervisors, and child welfare workers to view data by program, by office site, by unit, and by individual. The Contractor is one of two entities who has access to the state's database. SafeMeasures is a tool that supports measurement of both processes and outcomes.

B. Structured Decision-Making: The FCS program utilizes an actuarial-based safety assessment tool, Structured Decision-Making (SDM) to improve its understanding of child risk and to improve case decision-making. The Contractor manages the data generated by these assessments and produces an annual management report, which compiles information from child welfare assessments. SDM is a logic tool based on probabilities, statistics, and research on outcomes.

C. Ad Hoc Analytics: Using data extracts from SafeMeasures and the Structured Decision-Making tools, the Contractor will provide, on a monthly basis or as requested, ongoing reports related to various outcome measures as identified in the Family and Children Services (FCS) System Improvement Plan, including disproportionality, differential response, standardized assessments, and permanency. The Contractor will also provide comprehensive quarterly reports that include information related to foster care placement patterns, with particular focus on racial disproportion, distance of placement from home, adolescents in placement and length of time in care, children in institutional care, and placement moves.

D. On-Site training and coaching to FCS staff, supervisors and managers: The Contractor will provide Safety Organized Practice (SOP) to Domestic Violence (DV) training and coaching for Protective Services Workers, coaches and Protective Service Supervisors. The Contractor will also provide management training for leadership development and implementation of the tools. The training will be conducted in connection with the SDM tool, to teach staff how to apply the material in the evidence-based decision making tool regarding domestic violence and moving it through SOP.

B. Explain why this service is necessary and the consequence of denial:

The Contractor is a non-profit, Software as a Solution (SaaS) provider. The Contractor will provide the web based SafeMeasures and the Standard Decision-Making (SDM) tool. SafeMeasures organizes case data according to performance requirements of the state legislature AB636. In addition, SafeMeasures allows staff to plan the Division 31 requirements and drill-down to individual, unit, and program performance. The SDM tool assists HSA in meeting their goals to promote the ongoing safety and well-being of children. The SDM tool is an evidence and research-based system that identifies the key points in the life of a child welfare case and uses structured assessments to improve the consistency and validity of each decision. SafeMeasures provides a child welfare database that is capable of organizing case data for state-mandated reports. State legislature AB636 requires counties to be responsible for reporting on a series of measurements that provide key indicators of program outcomes, process and receipt of critical services. The California Department of Social Services (CDSS) uses SafeMeasures for its audits of county compliance. The Contractor is the only SaaS provider that has access to the CDSS' confidential CWS/CMS (Child Welfare System/Case Management System) data extract to generate reports that is used to determine compliance with AB636 and reports that assist social workers with case work. The system gives up-to-date information on case management and compliance to ensure children are being seen, services are being provided, and the county is meeting the mandates. The state also mandates the use of a decision-making tool. Almost all of the counties in California uses SDM. The consequences for denial are that there would be poorer outcomes for families and children. The county would be out of compliance of state/federal requirements. And, a higher chance of critical incidences occurring that could have been preventable. The SafeMeasures tool extracts data from the child welfare state database used by all counties. The State has allowed the Contractor to use the data and make reports. Only the Contractor has the ability to do this. The City's IT department cannot run reports or pull data at the level in which the Contractor can.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 44506 - 19/20

D. Will the contract(s) be renewed?

Yes, in fiscal year 2021/22. A new sole source waiver request and PSC request will be submitted at that time. A new CWS/CMS system is currently being developed. This may impact the need for SafeMeasures and/or the Structured Decision-Making tool in the future.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

This contract was approved under the continuous PSC #2001-08/09 with the last amendment to the contract done in December 2017. We now need to modify the contract again to add funds for

fiscal year 2019-2020 and would like to create a new PSC to cover the full term of the contract and not just the remaining years.

2. Reason(s) for the Request

A. Display all that apply

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Access to the Contractor's databases, training, and reporting services are necessary to meet county-specific needs for the child welfare system. The City does not have the subject matter and technical expertise to provide these services on their own. The City also does not have a database program that is connected to the state's secure database.

B. Reason for the request for modification:

The current PSC amount and end date were incorrect. The contract was approved under the continuous PSC #2001-08/09. This current PSC was to replace the continuous PSC. However, it was only created for the modification year of 2019-2020 instead of the full contract term to June 2021.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor is the only provider of a child welfare database that is capable of organizing cases for state-mandated reports. The California Department of Social Services currently uses SafeMeasures for its audits of county compliance with child welfare regulations. The Contractor is the only organization providing a child welfare data portal that fully meets the department's needs, providing county-specific progress measurements and responses to data requests. For SafeMeasures, the required skills and/or expertise are: Knowledge of the child welfare system's outcomes and indicators Technical expertise Access to state database For Structured Decision-Making, the required skills and/or expertise are: Research and knowledge of child welfare as it relates to case decision making (risk & safety, removal, return of the child, case closures, etc.) Technical expertise in program/evidence-based decision making tool Background in evaluation and testing of tools

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1232, Training Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2944, Protective Services Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**A. Explain why civil service classes are not applicable.**

This contract is specific to the child welfare system SafeMeasures and the Structured Decision-Making Tool. There is propriety control over both of these systems. The work requires subject matter experts in both systems and child welfare which are currently not available through civil service positions. The City does not have the combined field expertise and technical ability to create and maintain these systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. It is not practical to adopt a new civil service class to perform this work due to the two database systems being proprietary.**6. Additional Information****A. Will the contractor directly supervise City and County employee? If so, please include an explanation.**

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

The Contractor will provide highly technical training regarding domestic violence in the Safety Organized Practice/Structured Decision-Making Tools. The Contractor will also provide management training on how to properly use the two databases to run reports. Training on the basic use of the tool will be conducted by City staff.

C. Are there legal mandates requiring the use of contractual services?

The Contractor's system organizes case data according to performance requirements of the State legislature AB636. The state requires counties to use an SDM tool. Almost all counties use in California use the Contractor's tool.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

HSA Commission Memos 6/16, 12/17, 9/19

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 12/31/19, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission Street, Suite 300, San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44506 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/22/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSSDept. Code: DSSType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Child Welfare Reporting and AnalysisFunding Source: 50% County; %50 FederalPSC Amount: \$950,000PSC Est. Start Date: 07/01/2013PSC Est. End Date: 06/30/2020**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor shall provide the following parallel services during the term of this contract: A) SafeMeasures; B) Structured Decision Making; C) Ad Hoc Analytics; and D) On-Site training and coaching to FCS staff, supervisors and managers.

A. SafeMeasures: The California Department of Social Services provides the Contractor with bi-weekly extracts from the statewide child welfare database. The Contractor conducts an analysis to display the data in tables that are related to the Division 31 Requirements that regulate child welfare operations. The Contractor organizes the data into a user-friendly, point-and-click format that allows managers, supervisors, and child welfare workers to view data by program, by office site, by unit, and by individual. The Contractor is one of two entities who has access to the state's database. SafeMeasures is a tool that supports measurement of both processes and outcomes.

B. Structured Decision-Making: The FCS program utilizes an actuarial-based safety assessment tool, Structured Decision-Making (SDM) to improve its understanding of child risk and to improve case decision-making. The Contractor manages the data generated by these assessments and produces an annual management report, which compiles information from child welfare assessments. SDM is a logic tool based on probabilities, statistics, and research on outcomes.

C. Ad Hoc Analytics: Using data extracts from SafeMeasures and the Structured Decision-Making tools, the Contractor will provide, on a monthly basis or as requested, ongoing reports related to various outcome measures as identified in the Family and Children Services (FCS) System Improvement Plan, including disproportionality, differential response, standardized assessments, and permanency. The Contractor will also provide comprehensive quarterly reports that include information related to foster care placement patterns, with particular focus on racial disproportion, distance of placement from home, adolescents in placement and length of time in care, children in institutional care, and placement moves.

D. On-Site training and coaching to FCS staff, supervisors and managers: The Contractor will provide Safety Organized Practice (SOP) to Domestic Violence (DV) training and coaching for Protective Services Workers, coaches and Protective Service Supervisors. The Contractor will also provide management training for leadership development and implementation of the tools. The training will be conducted in connection with the SDM tool, to teach staff how to apply the material in the evidence-based decision making tool regarding domestic violence and moving it through SOP.

B. Explain why this service is necessary and the consequence of denial:

The Contractor is a non-profit, Software as a Solution (SaaS) provider. The Contractor will provide the web based SafeMeasures and the Standard Decision-Making (SDM) tool. SafeMeasures organizes case data according to performance requirements of the state legislature AB636. In addition, SafeMeasures allows staff to plan the Division 31 requirements and drill-down to individual, unit, and program performance. The SDM tool assists HSA in meeting their goals to promote the ongoing safety and well-being of children. The SDM tool is an evidence and research-based system that identifies the key points in the life of a child welfare case and uses structured assessments to improve the consistency and validity of each decision. SafeMeasures provides a child welfare database that is capable of organizing case data for state-mandated reports. State legislature AB636 requires counties to be responsible for reporting on a series of measurements that provide key indicators of program outcomes, process and receipt of critical services. The California Department of Social Services (CDSS) uses SafeMeasures for its audits of county compliance. The Contractor is

the only SaaS provider that has access to the CDSS' confidential CWS/CMS (Child Welfare System/Case Management System) data extract to generate reports that is used to determine compliance with AB636 and reports that assist social workers with case work. The system gives up-to-date information on case management and compliance to ensure children are being seen, services are being provided, and the county is meeting the mandates. The state also mandates the use of a decision-making tool. Almost all of the counties in California uses SDM. The consequences for denial are that there would be poorer outcomes for families and children. The county would be out of compliance of state/federal requirements. And, a higher chance of critical incidences occurring that could have been preventable. The SafeMeasures tool extracts data from the child welfare state database used by all counties. The State has allowed the Contractor to use the data and make reports. Only the Contractor has the ability to do this. The City's IT department cannot run reports or pull data at the level in which the Contractor can.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services have been provided by the current contractor since 2008. Most recently, the services were provided under PSC#2001-08/09.

D. Will the contract(s) be renewed?

Yes, in fiscal year 2021/22. A new sole source waiver request and PSC request will be submitted at that time. A new CWS/CMS system is currently being developed. This may impact the need for SafeMeasures and/or the Structured Decision-Making tool in the future.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This contract was approved under the continuous PSC #2001-08/09 with the last amendment to the contract done in December 2017. We now need to modify the contract again to add funds for fiscal year 2019-2020 and would like to create a new PSC to cover the full term of the contract and not just the remaining years.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

Access to the Contractor's databases, training, and reporting services are necessary to meet county-specific needs for the child welfare system. The City does not have the subject matter and technical expertise to provide these services on their own. The City also does not have a database program that is connected to the state's secure database.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor is the only provider of a child welfare database that is capable of organizing cases for state-mandated reports. The California Department of Social Services currently uses SafeMeasures for its audits of county compliance with child welfare regulations. The Contractor is the only organization providing a child welfare data portal that fully meets the department's needs, providing county-specific progress measurements and responses to data requests. For SafeMeasures, the required skills and/or expertise are: Knowledge of the child welfare system's outcomes and indicators Technical expertise Access to state database For Structured Decision-Making, the required skills and/or expertise are: Research and knowledge of child welfare as it relates to case decision making (risk & safety, removal, return of the child, case closures, etc.) Technical expertise in program/evidence-based decision making tool Background in evaluation and testing of tools

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1232, Training Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2944, Protective Services Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the

City?

None. The child welfare database is a proprietary system. The City does not have the expertise or the resources to develop two systems.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**A. Explain why civil service classes are not applicable.**

This contract is specific to the child welfare system SafeMeasures and the Structured Decision-Making Tool. There is propriety control over both of these systems. The work requires subject matter experts in both systems and child welfare which are currently not available through civil service positions. The City does not have the combined field expertise and technical ability to create and maintain these systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It is not practical to adopt a new civil service class to perform this work due to the two database systems being proprietary.**6. Additional Information****A. Will the contractor directly supervise City and County employee? If so, please include an explanation.**
No.**B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.**
Yes. The Contractor will provide highly technical training regarding domestic violence in the Safety Organized Practice/Structured Decision-Making Tools. The Contractor will also provide management training on how to properly use the two databases to run reports. Training on the basic use of the tool will be conducted by City staff.**C. Are there legal mandates requiring the use of contractual services?**
Yes. The Contractor's system organizes case data according to performance requirements of the State legislature AB636. The state requires counties to use an SDM tool. Almost all counties use in California use the Contractor's tool.**D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.**
No.**E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.**
Yes. HSA Commission Memos 6/16, 12/17, 9/19**F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.**
No.**7. Union Notification:** On 10/10/2019, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission Street, Suite 300 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44506 - 19/20

DHR Analysis/Recommendation:

action date: 12/16/2019

Commission Approval Required

Approved by Civil Service Commission

12/16/2019 DHR Approved for 12/16/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Software as a Service Subscription

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$2,200,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Software as a Service (SaaS) Subscription-based business model and service delivery: Initial set-up and configuration of the system is included in the subscription costs. The contractor will provide a comprehensive proprietary Software as a Service package with multiple modules to help the San Francisco Police Department (SFPD) improve its early intervention system, internal affairs tracking, SB1421 compliance, other risk management coordination, and community engagement. Pricing for SaaS solutions, generally, is fixed over the term of the agreement such that the provider is likely to have higher costs than are covered in the subscription pricing during the installation phase. The installation phase includes set up, configuration, interface/integration development (although there is a line-item for this cost in the Benchmark quote), and training. The low maintenance, combined with mostly flat subscription fees in subsequent years of the contract, compensates for the initial loss.

B. Explain why this service is necessary and the consequence of denial:

SFPD has 19 recommendations remaining in its implementation of the USDOJ's Collaborative Reform Initiative Assessment. In addition, the Controller's Office has made several recommendations regarding the analysis and reporting of uses of force. The Police Commission has consistently and publicly sought the overhaul of SFPD's Early Intervention System. All of these outstanding improvements rely on the procurement and implementation of additional/replacement technology. SFPD's current early intervention system is a threshold-based system which categorizes and counts various types of events that tell a centralized unit whether to review a member of the Department to determine if they are at risk of harming themselves or someone else. This system is no longer evidence-based or evidence-informed. The system being installed will not only satisfy this need, it will allow for a centralized place for supervisors to see what their personnel need with respect to training, assignments, equipment, and support, as well as being able to provide performance feedback to personnel. If denied, SFPD will continue to use obsolete and, quite frankly, dangerous methods to support personnel, as well as be unable to complete the work as recommended by USDOJ, the Controller's Office and Police Commission.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This is a new service and new PSC request.

D. Will the contract(s) be renewed?

It will be likely renewed.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The San Francisco Police Department is anticipates using this software as a service subscription for more than five years.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The City does not have this proprietary service.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proprietary Benchmark Analytics data integration and training expertise.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1054, IS Business Analyst-Principal; 1063, IS Programmer Analyst-Senior; 1070, IS Project Director; 1094, IT Operations Support Admin IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None. This proprietary licensed service is not available within the City.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
This proprietary licensed service is not available within the City.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This proprietary licensed service is not available within the City.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. About 160 hours of software use training for sworn staff & analysts
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/17/2021, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 - 3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43940 - 20/21

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 07/19/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
To: [Wong, Genie \(POL\); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Wong, Genie \(POL\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Wong, Genie (POL); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Wong, Genie (POL); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 43940 - 20/21
Date: Monday, May 17, 2021 10:14:19 AM

RECEIPT for Union Notification for PSC 43940 - 20/21 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC)

43940 - 20/21 for \$2,200,000 for Initial Request services for the period 08/01/2021 – 07/31/2026. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16431> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Evaluation Study

Funding Source: SFPUC Power Enterprise

PSC Duration: 3 years 1 day

PSC Amount: \$500,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The Power Enterprise seeks consultant services for a short-term study to recommend strategic capital investments over the next 5-10 years assuming the City's successful acquisition of PG&E's distribution assets in San Francisco. Consultants will determine, given the goals and criteria identified by the Power Enterprise in its 2021 business planning efforts, how best to target and prioritize strategic investments in distribution services in the interim period before PG&E distribution assets are acquired and before revenues from such assets are available to Power.

The consultants will work with the Power Enterprise to identify and study various distribution infrastructure development investment scenarios for Hetch Hetchy Power; make recommendations on the magnitude, order, type, and timing of development; and analyze business impacts from infrastructure development options. At the end of the engagement, consultants will deliver a detailed report and accompanying presentation that identifies service options, documents business impacts, and provides specific recommendation for the Power Enterprise to set the stage for Power's distribution investment planning and prioritization over the next several years.

B. Explain why this service is necessary and the consequence of denial:

Hetch Hetchy Power, SFPUC's full-service electric utility, currently utilizes PG&E's electric distribution network to provide power to its customers. Access to this network is governed by PG&E's wholesale distribution tariff (WDT). Since the WDT was implemented in 2015, PG&E has imposed new requirements for Hetch Hetchy Power that are predatory, anticompetitive, technically unnecessary, not required by the WDT, and not imposed on PG&E's other WDT customers. These requirements have resulted in project delays, unpredictable electrification timelines, and increased costs for electric service. PG&E has recently proposed new changes to the WDT that further threaten Hetch Hetchy Power's operations and jeopardize its ability to serve customers. In light of these challenges and in order to serve new load growth, Hetch Hetchy Power is exploring options to purchase some of PG&E's electric distribution assets and to construct additional infrastructure that is outside of PG&E's control. This contract will allow the Power Enterprise to hire consultants that will identify infrastructure investments to preserve existing load service, accommodate new load growth, and reduce dependence on PG&E. Without this study, Hetch Hetchy Power will be unable to fully investigate the financial and operational impacts of various investment opportunities and risks committing to projects that do not support organizational priorities and City mandates.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

N/A

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

- ☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This is a short-term study (~ 3 year contract) to investigate strategic distribution infrastructure investments for the Power Enterprise given the City's goal of acquiring PG&E's electric assets. The study will identify which potential capital projects will maximize financial benefits in the form of reduced operating costs and new service opportunities as well as facilitate independence from PG&E while minimizing duplicative electric facilities. The complexity of the existing PG&E-CCSF relationship and the City's prioritization of the PG&E acquisition effort requires unique expertise that is not available among existing Power Enterprise resources.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This project requires consultants with infrastructure planning and/or engineering experience related to the development of utility-scale electric distribution networks. Consultants must possess: expertise evaluating the economic and operational impacts from various distribution infrastructure investment scenarios; experience working with publicly owned electric utilities (POUs) in California and a detailed understanding of San Francisco's unique environment with regards to electric service and distribution grid ownership; and experience with acquisition of electric assets and their incorporation in existing utility operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

N/A

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
- This project requires specialized expertise beyond the current capacity of the Power Enterprise or any other civil service staff, including understanding viable distribution investment opportunities and assessing the economic and operational impacts of these opportunities. Additionally, there are insufficient internal staff resources to commit to this study. A reallocation of existing staff to support this work could jeopardize other Power Enterprise priorities.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This project is time sensitive and parallels ongoing work related to the acquisition of PG&E's electrical assets, which has been prioritized by the Mayor's office and SFPUC leadership. Adopting a new civil service class and hiring new staff to support this work is likely to take a long time and may threaten coordination with the acquisition effort.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided because this is short-term study for investment opportunities.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 05/19/2021, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40300 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.](mailto:Hale.Shawndrea.M.; cmoyer@nccrc.org; Frigault.Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel.Rachel (DEM); laborers261@gmail.com; Laxamana.Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers.Julie (HSA); seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo.Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonluna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale.Shawndrea.M.; DHR-PSCCoordinator.DHR (HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 40300 - 20/21
Date: Wednesday, May 19, 2021 2:34:14 PM</p><hr/></div><div data-bbox=)

RECEIPT for Union Notification for PSC 40300 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40300 - 20/21 for \$500,000 for Initial Request services for the period 10/01/2021 – 10/01/2024. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16502> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Communications and Outreach

Funding Source: CleanPowerSF

PSC Duration: 3 years 1 day

PSC Amount: \$120,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The City and County of San Francisco, San Francisco Public Utilities Commission (SFPUC) seeks to retain the services of qualified consultants that have expertise in community outreach and communications to underserved residents in San Francisco City and County to assist CleanPowerSF with engaging our hard to reach customers and other community members.

This solicitation would help fund communications and community outreach to a winners' members, clients, and other targeted underserved audiences who are also CleanPowerSF's residential customers. CleanPowerSF expects that winners of this solicitation would include CleanPowerSF's key messages into their existing outreach, communications, services, and programs.

B. Explain why this service is necessary and the consequence of denial:

The SFPUC and CleanPowerSF have always faced significant barriers in outreach to specific hard-to-reach groups within San Francisco (Target Communities), including: • Low-income residents • Seniors • Black, Indigenous and People of Color (BIPOC) • Disabled or medically vulnerable residents • Those who primarily communicate in a language other than English, including for example, Mandarin, Cantonese, Russian, Spanish or Tagalog • Those lacking technological skills and/or access to the internet Failure to leverage support from Community Based Organizations within these hard-to-reach customer segments will leave barriers to participation in CleanPowerSF customer programs in place, perpetuating existing inequities within these underserved communities.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

No

D. Will the contract(s) be renewed?

Yes

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This work requires contracting with trusted community based organizations which work within the target communities. City personnel cannot provide the same level of trust and integration within those target groups.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Three (3) years of experience reaching underserved community members within San Francisco, with a focus on Target Communities. Previously worked on affordability enrollment/outreach related to government assistance programs, social services, etc. Previously worked on energy-related programs, topics, etc. Previously engaged with a government agency

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Existing resources within the City do not exist. The goal is to leverage community based organizations outside of the traditional avenues available for City programs, and thus reach a broader swathe of customers.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Community Based Organizations by definition are outside of the City's civil service.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Community Based Organizations by definition are outside of the City's civil service.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. The work is specialized and requires business relationships and networks in the outreach and communications industry.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/19/2021, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40577 - 20/21

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 07/19/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.](mailto:Hale, Shawndrea M.; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonluna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale, Shawndrea M.; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 40577 - 20/21
Date: Wednesday, May 19, 2021 2:09:07 PM</p><hr/></div><div data-bbox=)

RECEIPT for Union Notification for PSC 40577 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40577 - 20/21 for \$120,000 for Initial Request services for the period 01/01/2022 – 01/01/2025. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16501> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Administration of Regional Heat Pump Water Heater Incentive Program

Funding Source: CleanPowerSF Capital Program

PSC Duration: 1 year 34 weeks

PSC Amount: \$450,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The purpose of this agreement is to allow SFPUC to join The Bay Area Regional Heat Pump Water Heater Contractor Incentive Program, which is a cooperative program implemented by public agencies across the Bay Area that provides workforce development through contractor training and incentives for installation of energy-efficient heat pump water heaters (HPWH). The program is administered by The Energy Council, a Joint Powers Agency based in Alameda County. The program is currently available in the counties of Alameda, Contra Costa, Marin, Napa, and Solano and the cities of Santa Clara and Tracy.

The Energy Council is implementing the program in conjunction with Energy Solutions, a consultant they have contracted with directly. The scope of work with Energy Solutions includes the following: administrative services, including handling incentive applications and processing; program management services, including invoicing and reporting, contractor training and engagement, including developing training content, delivering training to contractors, and encouraging contractors to register in the program's web portal.

The Energy Council will be responsible for convening meetings with participating agencies to discuss the program, provide updates, and solicit feedback. The Energy Council will inform participating agencies of new policies and programs in the region or state that impact HPWH sales and will provide trainings on codes for HPWHs to building department staff. Lastly, the Energy Council will hold all funds contributed by participating agencies in an account insured by the Federal Deposit Insurance Corporation.

B. Explain why this service is necessary and the consequence of denial:

Heat pump water heaters are a new technology that uses electricity to efficiently heat water in homes, which reduces greenhouse gas emissions. Currently, few contractors in the Bay Area have experience installing this technology. This agreement would allow SFPUC to join an existing regional program that provides training and incentives to contractors for installing heat pump water heaters. SFPUC seeks to join this regional program, rather than develop and launch its own program, because it believes that a regional approach will be more efficient and effective in this case. This regional program provides consistent, streamlined program design, including consistent program rules and incentive levels across multiple jurisdictions, as well as having a centralized application process for participating contractors. Because the electrical and plumbing contractors who are qualified to install heat pump water heaters often provide services across the Bay Area's jurisdictional boundaries, this regional program prevents contractors from having to manage the complexity of participating in multiple programs for each jurisdiction they serve. Additionally, by joining this program, SFPUC benefits from the program infrastructure and processes that have already been developed, such as the program web portal and administrative services, which will allow the program's benefits to reach recipients sooner, and save SFPUC ratepayer funds. Failure to approve the SFPUC contract with the Energy Council to participate in the Bay Area Regional Heat Pump Water Heater Contractor Incentive Program would result in a missed opportunity to support regional workforce development and to decrease greenhouse gas emissions through deployment of heat pump water heater technology.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

No, this is a new agreement to participate in a new program. The service proposed in the agreement has not been

previously provided to SFPUC.

D. Will the contract(s) be renewed?
No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

- ☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

SFPUC seeks to enter this agreement to participate in a short-term program, of a duration of 3 years. The agreement would allow SFPUC to take advantage of program systems, infrastructure and processes that have already been developed, such as training materials, a program application web portal and administrative services and processes, as well as industry-specific knowledge about heat pump water heater technology. Additionally, the program has a regional reach, beyond what SFPUC could achieve by launching a similar program of its own.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor has the necessary skills and expertise to perform the services under this contract, including: (1) experience and expertise in implementing building electrification programs, including this program which is already operational; (2) technical knowledge regarding heat pump water heater technology; (3) experience managing consultants that provide administrative, program management, technical, and contractor engagement services; (4) experience engaging with Community Choice Aggregators, Publicly-Owned Utilities, and local governments.

B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II; 5601, Utility Analyst; 5602, Utility Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide the necessary IT software to support submission and processing of incentive applications and data services for the program.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

As described in 1B above, SFPUC seeks to benefit from joining an existing regional program. Launching its own, similar program would result in additional complexity for contractors that the program aims to reach, resulting in a less effective program than if it was provided by SFPUC alone. If approved, SFPUC staff would oversee the program, participate in meetings and educational opportunities to build expertise in this subject area, and would perform outreach and marketing for the program.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

While certain functions performed under this contract could be performed by civil service staff, the primary benefit of this agreement is to participate in an existing regional program. As discussed above, if the SFPUC launched a program serving only San Francisco it would not be as effective or efficient as this region-wide program. Additionally, joining this program allows SFPUC to benefit from existing program resources such as training materials, a web application portal, and administrative processes that allow for the program to be launched in less time and using fewer ratepayer funds than if SFPUC built its own similar program.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. As indicated above, some of the functions performed under this contract

could be performed by existing civil service classifications. However, due to the program's regional nature, it is not practical or feasible to conduct these activities internally while still participating in the program.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Yes, the Energy Council will provide training to help increase awareness of heat pump water heaters (HPWHs) and their mandated requirements among inspectors and other building department-related staff. Energy Council and the SFPUC will promote these trainings to the Department of Building Inspection, the Department of the Environment, and SFPUC staff. The trainings are typically conducted on a quarterly basis. SFPUC staff estimate the Energy Council will provide approximately eight hours of training for this purpose. The goal is to train as many relevant stakeholders as possible to prepare building department staff for an increase in permits for this technology and to ease the permitting process. Furthermore, the Energy Council will provide SFPUC program managers with briefings and updates on local and state policies relevant to deployment of HPWHs. The Energy Council convenes with program managers on a monthly basis. SFPUC staff estimate that these briefings will not total more than 25 hours. The SFPUC program managers include: a Principal Administrative Analyst II (1825), a Utility Specialist, and a Utility Analyst.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
Yes. SFPUC Resolution No. 20-0166
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/19/2021, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44711 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.; Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Shawndrea M.; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hale.Shawndrea.M.;Laxamana,Junko(BOS);WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;pkim@ifpte21.org;L21PSCReview@ifpte21.org;Hale.Shawndrea.M.;DHR-PSCCoordinator,DHR(HRD)@sfwater.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44711 - 20/21
Date: Wednesday, May 19, 2021 12:51:50 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 44711 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44711 - 20/21 for \$450,000 for Initial Request services for the period 08/01/2021 – 03/31/2023. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrrupal/node/16498> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 20-0166

WHEREAS, The San Francisco Board of Supervisors established a Community Choice Aggregation (CCA) program in 2004 (Ordinance 86-04) and has implemented the program, called CleanPowerSF, through the work of the San Francisco Public Utilities Commission in consultation with the San Francisco Local Agency Formation Commission (Ordinances 146-07, 147-07, and 232-09); and

WHEREAS, The Energy Council is a joint powers agency comprised of Alameda County and all cities in Alameda County and was formed to seek funding to develop and implement programs and policies that reduce energy demand, increase energy efficiency, advance the use of clean, efficient and renewable resources, and help create climate resilient communities; and

WHEREAS, Installation of heat pump water heaters (HPWH) in residential settings as soon as practical is essential to reducing greenhouse gases, and the urgent and immediate reduction of those emissions will reduce the long term, cumulative impacts of these pollutants on the environment; and

WHEREAS, The Energy Council is administering the Bay Area Regional Heat Pump Water Heater Contractor Incentive Program using funding provided under this Cooperative Agreement by participating agencies; and

WHEREAS, Services under the Cooperative Agreement are anticipated to begin in August, 2020 and will end no later than March 31, 2023, for a total contract duration of 32 months; and

WHEREAS, The fiscal impact to participate in the program is expected to not exceed \$450,000 for the duration of this agreement; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to execute a Cooperative Agreement with The Energy Council in the form on file with the Commission Secretary for an amount not-to-exceed \$450,000 for the 32-month program duration, terminating March 31, 2023, and authorizing the General Manager to approve modifications to the Cooperative Agreement that do not materially change the benefits to or obligations of the SFPUC under the agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting July 28, 2020.



Secretary, Public Utilities Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Wastewater Treatment Plant Design Build Project Delivery

Funding Source: Capital Funding

PSC Duration: 5 years

PSC Amount: \$160,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

PSC 49783-19/20 was approved by the Civil Service Commission on June 15, 2020 for the scope of work in this request. PSC 49783-19/20 expires on June 15, 2021, before execution of the SFPUC Contract DB-132. This request will allow the SFPUC to complete execution of Contract DB-132.

The San Francisco Public Utilities Commission (SFPUC) intends to award a \$160 million (\$5 million design and \$155 million construction) Design Build (DB) agreement to support SFPUC civil, structural, electrical, process, mechanical engineering staff, and for other specialized engineering services, such as grit removal, membrane bioreactor (MBR), wetland, solids handling, disinfection, and odor control, needed to assist in the execution and delivery of SFPUC's new Treasure Island (TI) Wastewater Treatment Plant (WWTP) and Recycled Water Facility (RWF).

The \$5,000,000 design portion of the DB procurement will complete the detailed design utilizing the bridging documents (~10 to 15% level) provided in the RFP. The duration of the design portion is approximately 6 to 12 months.

B. Explain why this service is necessary and the consequence of denial:

The existing Treasure Island Wastewater Treatment Plant is well past its useful life. Due to the redevelopment of Treasure Island, a new wastewater treatment plant is needed as soon as possible to provide reliable wastewater services for the island and provide for the growing population. The urgent schedule presents a huge challenge for SFPUC. The DB procurement method will deliver a facility faster than the traditional design-bid-build method and provide the necessary services for the island. The consequence of denial is that the project will be constructed on a slower schedule and force the existing wastewater treatment plant, which is well past its' useful life, to remain in operation longer than necessary. In addition, a slower schedule slows down the delivery of the new wastewater treatment plant, which will also produce recycled water for the new development. The SFPUC advertised the RFQ in 2020 and will advertise the RFP for this project in 2021.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

PSC 49783-19/20 was approved by the Civil Service Commission on June 15, 2020 for the scope of work in this request. PSC 49783-19/20 expires on June 15, 2021, before execution of the SFPUC Contract DB-132. This request will allow the SFPUC to complete execution of Contract DB-132. Similar design-build services have been provided in the past for projects that have an accelerated delivery schedule with specialized and complex engineering and construction services, including the Bay Corridor Transmission and Distribution Phase 1 Design-Build Services PSC No.43386-15/16 (DB 128 approved on August 1, 2016. The scope of services for that project was different, however it was also complex and utilized the same project delivery method. Under Agreement No. PUC.PRO.0073, Carollo Engineers is currently assisting SFPUC with the project's planning phase development (CER). A PSC was completed for Agreement No. PUC.PRO.0073. With the DB procurement, instead of finishing the detailed design, Carollo Engineers will assist with DB bridging documents.

D. Will the contract(s) be renewed?

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

- A. Indicate all that apply (be specific and attach any relevant supporting documents):

- ☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

- B. Explain the qualifying circumstances:

As stated in Section 1B, this project requires special expertise in wastewater treatment engineering design for the DB, which is not available from City employees. The project is also on a tight schedule for completion due to the redevelopment of Treasure Island, the aging and failing existing wastewater treatment plant, and requirement to produce recycled water for use within the new development. City resources will lead the project, including project management, technical design oversight, and construction management. City staff will and oversee the DB design team to ensure compliance with SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Support with structural, electrical, instrumentation and control, process, mechanical and civil engineering, during the detailed design and construction phases of the new wastewater treatment plant and recycled water facility are needed. The need for this support will be a short duration and short term hiring of individuals for these specialized areas is not feasible. Areas of specialized engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, odor control are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Engineers are needed to perform engineering design for this project; however, this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized wastewater engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, and odor control, is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
- City resources will lead the project, including project management, technical design oversight, and construction management. This project requires specialized engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, and odor control, which is not available from City employees.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it's not practical. Engineers are needed to perform engineering design for projects, but this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized engineering is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
- No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
- Yes. The project will include training for our engineering staff. Training may include workshops on new technology,

BIM, and asset management.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

Yes. SFPUC Commission

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. **Union Notification:** On 05/20/2021, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45071 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](#); [Laxamana, Junko \(BOS\)](#); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45071 - 20/21
Date: Thursday, May 20, 2021 3:33:07 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 45071 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45071 - 20/21 for \$160,000,000 for Initial Request services for the period 06/15/2021 – 06/14/2026. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16500> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 19-0082

WHEREAS, In 1997, when the U.S. Department of Defense closed the Naval Station Treasure Island (NSTI), the City and County of San Francisco (City) entered into a Base Caretaker Cooperative Agreement with the U.S. Navy; and

WHEREAS, The Treasure Island Development Authority (TIDA) currently operates and maintains NSTI, including both properties transferred by the U.S. Navy to TIDA and properties that remain under the jurisdiction of the U.S. Navy; and

WHEREAS, TIDA's responsibilities generally include, among other matters: (1) operation and maintenance (O&M) services for all the existing utility systems on Treasure Island/Yerba Buena Island (TI/YBI), (2) grounds and street maintenance and repair, (3) property management, and (4) public health, security, and safety services; and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has been operating and maintaining water, wastewater, electric, and gas utility systems on TI/YBI since 1997, as requested by TIDA; and

WHEREAS, The Treasure Island Community Development (TICD) has initiated a phased 15 to 20-year development project which includes demolition of existing buildings and utilities, geotechnical improvements, construction of 8,000 new homes, and construction of new wastewater and stormwater infrastructure on Treasure Island; and

WHEREAS, The TICD is obligated to design, construct and complete the infrastructure for TI/YBI, including new, separate wastewater and stormwater collection and conveyance systems, and stormwater management controls; and

WHEREAS, The SFPUC will assume ownership of the new wastewater and stormwater infrastructure upon its completion and acceptance by the Board of Supervisors; and

WHEREAS, The new wastewater treatment plant (WWTP) is not part of TICD's infrastructure construction obligations and will be planned, designed, constructed, and owned by the SFPUC under Project No. CWP11001, New Treasure Island Wastewater Treatment Plant; and

WHEREAS, The SFPUC staff evaluated four project delivery methods, traditional Design-Bid-Build (DBB), Design-Build (DB), Design-Build-Operate (DBO), and Construction Manager/General Contractor (CM/GC) for this complex, multi-design discipline, treatment facility project; and

WHEREAS, For the reasons set forth in the memorandum dated April 1, 2019 titled "SFPUC New Treasure Island Wastewater Treatment Plant Project – Project Delivery Determination," a copy of which is on file with this Commission SFPUC staff and the General Manager recommend the DBO project-contract delivery method in order to provide a single point of accountability for the design, construction, operation, maintenance, and training of the new WWTP while the SFPUC develops an operation and maintenance staffing plan for the new facility; and

WHEREAS, Following the Commissions's approval of this resolution, the SFPUC will seek approval from the Board of Supervisors through a project-specific ordinance to use this alternate project delivery method and customize the procurement to deliver the project in a manner that is most efficient and cost-effective; and

WHEREAS, If approved by the Board of Supervisors, the proposed DBO procurement process will involve the advertisement of a Request for Qualifications (RFQ) and Request for Proposals (RFP); and

WHEREAS, The evaluation of the non-cost criteria for the proposal will constitute not less than 60% of the overall evaluation for the RFP, and evaluation of cost criteria will constitute a maximum of 40% of the overall evaluation, consistent with other alternative delivery methods in Administrative Code Chapter 6; and

WHEREAS, The cost evaluation will be evaluated based on a Fixed Price (FP) Net Present Value (NPV) analysis that incorporates the fixed design-build cost and annual O&M/R&R costs over a 20-year analysis period. O&M and R&R costs for the operations and maintenance of the WWTP and collections system will be based on the DBO team's guaranteed Year 1 pricing, then adjusted for inflation annually; and

WHEREAS, The non-cost criteria will include qualifications, safety, team integration, training opportunities, approach to the transfer of operations, team structure and management, and technical strategy; and

WHEREAS, It is anticipated that the duration for the design-build portion of the contract will be three (3) years at a cost of \$110-\$130 million, and that the duration for the operations, maintenance, and training portion for the WWTP and collection system will be up to 20 years at a cost of up to \$50-\$60 million (based on 20-year duration); and

WHEREAS, The Final Environmental Impact Report for Treasure Island and Yerba Buena Island ("FEIR"), prepared pursuant to the California Environmental Quality Act (Cal. Pub. Resources Code §§ 21000 et seq.) was certified by the Treasure Island Development Authority ("TIDA") and the Planning Commission on April 21, 2011, by Resolution No. 11-34-0/21 and Motion No. 8325, respectively, relating to the Treasure Island and Yerba Buena Island Project ("Project"), including the WWTP, which certifications are incorporated herein by reference; and

WHEREAS, The Planning Commission also adopted environmental findings for the Project pursuant to CEQA Section 21081, including a Mitigation Monitoring and Reporting Plan, in Resolution No. 246-11, on file with the Clerk of the Board of Supervisors (File No. 110328) and incorporated herein by reference; and

WHEREAS, The Planning Department has considered this Resolution and found that no substantial changes are proposed to the Project or the WWTP, or to the circumstances under which the Project or the WWTP will be undertaken, which would require major changes to the FEIR, nor is there significant new information, which was not known and could not have been known at the time the FEIR was certified as complete, which would require major changes to the FEIR; and

WHEREAS, This Commission has reviewed the FEIR and the environmental findings, and adopts these findings as its own; now therefore, be it

RESOLVED, That this Commission hereby approves the project delivery method of Design-Build-Operate for Project No. CWP11001, New Treasure Island Wastewater Treatment Plant and the operation, maintenance, and training of the Treasure Island collection system, and authorizes the General Manager to seek approval by ordinance from the Board of Supervisors to use this alternative project delivery method for the proposed design, build, operations, maintenance, training and transfer of the project, and to customize the procurement to deliver the project in a manner that is most efficient and cost-effective.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of April 23, 2019.

A handwritten signature in black ink, appearing to read "Alonna Wood". The signature is written in a cursive, flowing style.

Secretary, Public Utilities Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Wastewater Treatment Plant Design Build Project Delivery (DB-132)

Funding Source: Wastewater Enterprise Capital Budget

PSC Duration: 5 years

PSC Amount: \$105,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The San Francisco Public Utilities Commission (SFPUC) intends to award a \$105 million (\$5 million design and \$100 million construction) Design Build (DB) agreement to support SFPUC civil, structural, electrical, process, mechanical engineering staff, and for other specialized engineering services, such as grit removal, membrane bioreactor (MBR), wetland, solids handling, disinfection, and odor control, needed to assist in the execution and delivery of SFPUC's new Treasure Island (TI) Wastewater Treatment Plant (WWTP) and Recycled Water Facility (RWF).

The \$5,000,000 design portion of the DB procurement will complete the detailed design utilizing the bridging documents (~15 to 35% level) provided in the RFP. The duration of the design portion is approximately 6 to 12 months.

B. Explain why this service is necessary and the consequence of denial:

The existing Treasure Island Wastewater Treatment Plant is well past its useful life. Due to the redevelopment of Treasure Island, a new wastewater treatment plant is needed as soon as possible to provide reliable wastewater services for the island and provide for the growing population. The urgent schedule presents a huge challenge for SFPUC. The DB procurement method will deliver a facility faster than the traditional design-bid-build method and provide the necessary services for the island. The consequence of denial is that the project will be constructed on a slower schedule and force the existing wastewater treatment plant, which is well past its' useful life, to remain in operation longer than necessary. In addition, a slower schedule slows down the delivery of the new wastewater treatment plant, which will also produce recycled water for the new development. The SFPUC will advertise the RFQ and RFP for this project in 2020.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Similar design-build services have been provided in the past for projects that have an accelerated delivery schedule with specialized and complex engineering and construction services, including the Bay Corridor Transmission and Distribution Phase 1 Design-Build Services PSC No.43386-15/16 (DB 128 approved on August

1, 2016. The scope of services for that project was different, however it was also complex and utilized the same project delivery method. Under Agreement No. PUC.PRO.0073, Carollo Engineers is currently assisting SFPUC with the project's planning phase development (CER). A PSC was completed for Agreement No. PUC.PRO.0073. With the DB procurement, instead of finishing the detailed design, Carollo Engineers will assist with DB bridging documents.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

As stated in Section 1B, this project requires special expertise in wastewater treatment engineering design for the DB, which is not available from City employees. The project is also on a tight schedule for completion due to the redevelopment of Treasure Island, the aging and failing existing wastewater treatment plant, and requirement to produce recycled water for use within the new development. City resources will lead the project, including project management, technical design oversight, and construction management. City staff will and oversee the DB design team to ensure compliance with SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Support with structural, electrical, instrumentation and control, process, mechanical and civil engineering, during the detailed design and construction phases of the new wastewater treatment plant and recycled water facility are needed. The need for this support will be a short duration and short term hiring of individuals for these specialized areas is not feasible. Areas of specialized engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, odor control are required.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources

within the City?

Engineers are needed to perform engineering design for this project; however, this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized wastewater engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, and odor control, is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

City resources will lead the project, including project management, technical design oversight, and construction management. This project requires specialized engineering expertise, such as grit removal, MBR, wetland, solids handling, disinfection, and odor control, which is not available from City employees.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it's not practical. Engineers are needed to perform engineering design for projects, but this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized engineering is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. The project will include training for our engineering staff. Training may include workshops on new technology, BIM, and asset management.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
Yes. SFPUC approved 4-24-19, Res 19-0082.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/06/2020, the Department notified the following employee organizations of this PSC/RFP request:

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49783 - 19/20

DHR Analysis/Recommendation:

action date: 06/15/2020

Commission Approval Required

Approved by Civil Service Commission

06/15/2020 DHR Approved for 06/15/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: As-Needed Communication Services (PRO.0142)

Funding Source: Project Funded - Water, Wastewater, Power

PSC Duration: 5 years

PSC Amount: \$7,500,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The selected as-needed pool of firms will provide specialized, as needed, technical communications responsibilities to augment existing staff during times of peak work loads to support the communication needs of the San Francisco Public Utilities Commission. The SFPUC has developed 14 separate pools of qualified communications/public relations/marketing communications/marketing consulting firms. These services/pools include: Communications Strategy Development to Engage Internal and/or External Stakeholders

Research

Community Outreach and Engagement

Educational Program and Curriculum Development

Marketing and Public Awareness/Advertising/Social and Digital Media

Internal Communications

Translation/Language Access/Interpretive Services

Crisis and Emergency Communications

Photography/Video/Recording Services

Graphic Design Services

Printing Services

Mailing Services

Writing and Copyediting

Meeting administration/facilitation

Event planning and/or implementation

Training

B. Explain why this service is necessary and the consequence of denial:

Denial would hamper our ability to conduct research and gain valuable customer insights, building our capacity and strategies for authentic customer and stakeholder engagement. These services are not able to be met by Civil Service staff on their own due to the intermittent and temporary as-needed nature of the work to be done under the contract.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

SFPUC contract CS-291 - As-Needed Strategic & Technical Communications and Public Outreach Services was approved by PSC 4107-12/13.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

The Communications Division serves a broad and diverse set of stakeholders and clients resulting in unpredictable fluctuations in workload.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Minimum of 3 years of experience and expertise in community engagement, stakeholder engagement, education and outreach, market research, language access (translation and interpretation) video production, web-based virtual reality content and production, specialized graphics and printing, training in best practices in community or stakeholder engagement.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5322, Graphic Artist; 5330, Graphics Supervisor; 5408, Coord of Citizen Involvement;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will be providing specialized graphics, printing, editing, video production, virtual reality and other online/web-based equipment which the City does not possess licenses for and would be prohibitively expensive to own for the limited used required in this as-needed contract.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

SFGovTV will continue to support, and has limited capacity to provide these services.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

It would not be practical for civil service staff to perform tasks included in these contracts because of the intermittent (as-needed) nature of the work. The amount of work would not sustain or require a full time civil service position. Current staff of the SFPUC are engaged at full-capacity. We are seeking this contract to bridge gaps in our capacity as we transition from projects and programs that were funded through bond financing for large capital infrastructure projects and other agency programs that included Communications and Public Outreach consultant teams for each program or project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new class due to the specialized and temporary nature of contracting activities for SFPUC projects as determined by the SFPUC External Affairs Bureau. Many of the contracting activities include work that is both temporary and involve a quick turnaround, which would makes vendor support an ideal solution. The External Affairs Bureau, Communications and Public Outreach Division needs temporary support, not long-term support and does not wish to hire staff for short-term employment.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. Some "mini-RFPs" may call for training in any of the 14 areas that vendors were required to qualify in. See 1A Description of Scope of work for these 14 categories.

- C. Are there legal mandates requiring the use of contractual services?

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. **Union Notification:** On 03/31/2021, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47816 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: Irwin.William@seiu1021.net; Frigault.Noah@seiu1021.net; Meyers.Julie@seiu1021.net; Ricardo.lopez@sfgov.org; Basconcillo.Kathy@seiu1021.net; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana.Junko@seiu1021.org; amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin.William@seiu1021.net; DHR-PSCCoordinator.DHR@seiu1021.net
Subject: Receipt of Notice for new PCS over \$100K PSC # 47816 - 20/21
Date: Wednesday, March 31, 2021 3:16:30 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 47816 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47816 - 20/21 for \$7,500,000 for Initial Request services for the period 06/01/2021 – 05/31/2026. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrrupal/node/16176> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

April 15, 2013 Regular Meeting

MINUTES

Regular Meeting

April 15, 2013

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:04 p.m.

ROLL CALL

President Kate Favetti Present

Vice President Scott R. Heldfond (Excused – Notified Absence)

Commissioner Mary Y. Jung Present

Commissioner E. Dennis Normandy Present

President Kate Favetti presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA (Item No. 2)

None.

APPROVAL OF MINUTES (Item No. 3)

Regular Meeting of April 1, 2013

Action: Adopted. (Vote of 3 to 0)

ANNOUNCEMENTS (Item No. 4)

Announcement of changes to the agenda. Robert Hester, SEIU Local 1021 representative, requested that Item #8 on the Agenda (Salary Survey for Registered Nurse Classifications (Charter Section A8.403), 2013 – 2014) be postponed to the meeting of May 6, 2013. Human Resources Director Micki Callahan did not object to the request.

Other announcements. None.

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

The Human Resources Director notified the Civil Service Commission that the Department of Human Resources will soon be implementing a new testing program through a contract with the National Testing Network to create continuous eligible lists for entry-level police officer and firefighter positions, which will significantly increase diversity. The Department of Human Resources will brief the Commission on the new program soon.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

None.

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4105-12/13	Business Economic Development	\$350,000	The consultants will provide planning and staffing support to develop and implement workforce service innovation pilots using an agile innovation process with a focus on user-centered design. They will develop a workforce services innovation framework and the actionable steps to implement new innovations. They will also develop manuals for workforce innovation methodology, including a guide for innovation implementation, an innovation primer and best practices. Lastly, they will hold annual meetings of a learning network to present grant progress and results for feedback and dissemination.	Regular	6/30/15
4106-12/13	Business Economic Development	\$820,000	The workforce division of OEWD manages a grant portfolio consisting of approximately 100 contract and grant agreements for 70 agencies annually across ten Federal, State and local fund sources. The process by which these agreements are negotiated, created, and tracked through their expiration is a very labor intensive process for both the City and the grantees/contractors involving repeated data entry into multiple spreadsheets, intensive paper-based process steps, and lengthy reconciliation processes. After an extensive review of current business processes and identification of areas where efficiency and accuracy can be increased dramatically, OEWD has come to the conclusion that a technology solution is needed. The division is requesting approval to purchase a subscription to a customizable web portal and fully supported database to support the department's management of the grant negotiation, agreement creation, invoicing and financial reporting processes. The resource the division would like to acquire a subscription that has been successfully utilized by the Mayor's Office of Housing and their grantees for several years.	Regular	12/31/17
4107-12/13	Public Utilities Commission	\$8,000,000	The list of qualified as-needed firms will provide creative, innovative and engaging communication tools and services to support the communication needs of the Sewer System Improvement Program, a 20-year, multibillion dollar citywide investment upgrading our aging sewer infrastructure. The SSIP will ensure San Francisco has a reliable and seismically safe sewer system now and for generations to come.	Regular	12/31/21
4108-12/13	Dept. of Technology	\$8,000,000	Contractor will provide services to monitor and administer Avaya telephone switches and telecom networks used by all City departments. These 24x7 services include: (1) Network fault management support; (2) Product management performance analysis; (3) PBX traffic and system analysis; (4) Network administration, engineering and consultant support; (5) Network routing software design and administration support, (6) Network translation implementation, and (7) System management.	Regular	6/30/17
3062-11/12	Child Support Services	Current Approved Amount \$28,500 Increase Amount Requested \$28,500 New Total Amount Requested \$57,000	Contractor will provide genetic testing services used to establish or exclude paternity, which is required to establish paternity judgment and child support orders.	Modification	5/31/14

3066-10/11	Child Support Services	<p>Current Approved Amount</p> <p>\$50,000</p> <p>Increase Amount Requested</p> <p>\$10,000</p> <p>New Total Amount Requested</p> <p>\$60,000</p>	Contractor will provide legal service of process for the City and County of San Francisco Department of Child Support Services. Service of Process is a legally required component of the legal services offered by the Child Support Enforcement Program. The enforcement program requires the Department to legally establish parentage and support, recover public assistance funds and enforce child support orders. Many legal documents must be personally served on the parties. The Contractor is required to make a minimum of three (3) service attempts at each of the addresses provided in the service packet unless the document is either served or the address for service is verified as invalid prior to the third attempt. All services must be according to California Law and San Francisco County Local Court Rules. This legal service of process is the only mean to assure a non-custodial parent's appearance in court and reasonable collection of funds as required by the letter of the law.	Modi- fication	11/30/13
4062-10/11	Arts Commission	<p>Current Approved Amount</p> <p>\$5,000,000</p> <p>Increase Amount Requested</p> <p>\$4,000,000</p> <p>New Total Amount Requested</p> <p>\$9,000,000\$</p>	Contracts for multiple artists to design, fabricate, transport and consult during installation of artworks in a variety of media for the Central Subway Project, a new city transit capital improvement project. There are four stations with multiple public art projects at each station.	Modi- fication	12/31/20
4075-09/10	Public Works	<p>Current Approved Amount</p> <p>\$6,000,000</p> <p>Increase Amount Requested</p> <p>\$3,600,000</p> <p>New Total Amount Requested</p> <p>\$9,600,000</p>	Perform as-needed environmental assessments and planning studies to assist in the completion of capital improvement projects; negotiate with regulatory agencies; and prepare environmental, risk assessments and planning reports. The Department of Public Works (DPW) had previously awarded six (6) as needed contracts of \$800,000 each, and intends to award six (6) additional contracts of \$600,000 each for five (5) years.	Modi- fication	12/31/19

Speakers:

David Scott and Tyrone Jue, Public Utilities Commission, spoke on PSC# 4107-12/13.

Jennifer Lovvorn, Arts Commission, spoke on PSC# 4062-10/11.

Action:

- 1) Approved PSC# 4107-12/13 on the condition that the PUC report back to the Civil Service Commission after five years with an update on the contract. (Vote of 3 to 0)
- 2) Approved PSC# 4062-10/11 on the condition that the Arts Commission report back to the Civil Service Commission after four years with an update on the status of the contract. (Vote of 3 to 0)
- 3) Approved PSC# 4075-09/10 on the condition that the Department of Public Works report back to the Civil Service Commission after three years with an update on the status of the contract. (Vote of 3 to 0)
- 4) Adopted the report; Approved the remainder of the requests for proposed personal services contracts (PSC#s 4105-12/13, 4106-12/13, 4108-12/13, 3062-11/12 and 3066-10/11). Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0118-13-3 Salary Survey for Registered Nurse Classifications (Charter Section A8.403), 2013 – 2014. (Item No. 8)

Action: Postponed to the meeting of May 6, 2013 at the request of SEIU, Local 1021. (Vote of 3 to 0)

0134-13-2

Request by the Department of Human Resources to postpone submission of the Joint Report on the classification concerns that were raised at the Civil Service Commission meeting of February 4, 2013 related to Item #17 (Appeal by Sin Yee Poon on behalf of SEIU Local 1021 regarding the Job Announcement for Class 2903 Eligibility Worker). (Item No. 9)

February 4, 2013:

The Commission directed the Executive Officer and the Human Resources Director to meet with SEIU Local 1021 to discuss the classification concerns that were raised, and to provide a report clarifying the issues and identifying the avenues of resolution within the jurisdiction of the Civil Service Commission by April 2013.

Action: Accepted the request for postponement. (Vote of 3 to 0)

0133-13-8

Review of request for approval of proposed personal services contracts. (Item No. 10)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4038-11/12	Dept. of Technology	Current Approved Amount	Phase I of this project will create a new digital video infrastructure that will operate in tandem with the old analog system until Phase II of the project is completed. Phase I includes equipment installation, integration and commissioning of two new control rooms located at SFGovTV's production facility in room 92 of City Hall. The new control rooms will be equipped with new digital audio and video equipment. Phase I also includes the installation of a new digital video routing switcher, a new Master Control center, video server, automation and the relocation of equipment currently located in room 92 to room 93. The source signals from the City Hall hearing rooms will not be replaced until Phase II, so the system installed during Phase I includes several analog/digital converters to bridge the old and new equipment.	Modi- fication	9/30/14
		\$518,045			
		Increase Amount Requested			
		\$2,000,000			
		New Total Amount Requested			
		\$2,518,045			

March 4, 2013:

Continued PSC # 4038-11/12 after the department has re-posted the contract to reflect the correct ending date.

Speakers:

Jack Chin, Department of Technology

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Technical Advisory Panel

Funding Source: Water/Wastewater capital projects

PSC Duration: 8 years 2 days

PSC Amount: \$2,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Participation in an independent technical advisory panel (TAP) to provide independent expertise in areas including dam design/engineering, dam construction and constructability, tunnel design/engineering, tunnel construction and constructability, geotechnical engineering, seismic engineering, seismology/geology, fluid mechanics/hydraulics, hydraulics/hydrology, structural engineering and water/wastewater treatment processes.

TAPs are groups of three to five eminent experts specializing in different engineering disciplines, who are brought together on a semi-regular basis to provide a "high level" assessment of the progress and content of the planning, design and construction of particular elements of individual projects. The TAPs are convened to examine the planning, design and construction at particular milestones to offer advice and comment based on the worldwide or industry-wide experience of the members.

B. Explain why this service is necessary and the consequence of denial:

A delay in amending this agreement will cause a disruption in providing independent expert technical peer review for major Water/Wastewater capital projects currently in planning, design and construction, which might lead to milestone delays.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, TAP services have been provided in the past. Currently, Tunnel Technical Advisory Panel Services are being provided through PRO.0137

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This PSC is for Technical Advisory Panel services providing independent expert technical peer review for major Water/Wastewater capital projects currently in planning, design and construction. These capital project life cycles are longer than five years and it is important to keep consistency in the TAP throughout the life cycle of the capital projects.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

TAPs are groups of three to five eminent experts specializing in different engineering disciplines, who are brought together on a semi-regular basis to provide a "high level" assessment of the progress and content of the planning, design and construction of particular elements of individual projects. The TAPs are convened to examine the planning, design and construction at particular milestones to offer advice and comment based on the worldwide or industry-wide experience of the members.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Required skill/expertise for this scope is to be an eminent expert specializing in different engineering disciplines able to provide a "high level" assessment of the progress and content of the planning, design and construction of particular elements of individual projects and to offer advice and comment based on the worldwide or industry-wide experience.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

N/A

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
TAPs are groups of three to five eminent experts specializing in different engineering disciplines, who are brought together on a semi-regular basis to provide a "high level" assessment of the progress and content of the planning, design and construction of particular elements of individual projects.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. TAPs consist of eminent experts specializing in different engineering disciplines.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided because TAPs consist of eminent experts specializing in different engineering disciplines who provide a "high level" assessment of the progress and content of the design and construction of particular elements of individual projects.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. Union Notification: On 05/19/2021, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21**

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48044 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](#); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48044 - 20/21
Date: Wednesday, May 19, 2021 3:14:02 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 48044 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48044 - 20/21 for \$2,000,000 for Initial Request services for the period 05/10/2021 – 05/10/2029. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16503> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Engineering Services for Green Infrastructure Projects

Funding Source: SFPUC Wastewater Enterprise Capital Budget

PSC Duration: 7 years 26 weeks

PSC Amount: \$7,500,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

PSC 45315-19/20 was approved by the Civil Service Commission on June 15, 2020 for the scope of work in this request. PSC 45315-19/20 expires on June 15, 2021, before execution of the SFPUC Contract PRO.0123. This request will allow the SFPUC to complete execution of Contract PRO.0123.

The SFPUC's Wastewater Enterprise Capital Improvement Program (CIP) includes nine Green Infrastructure projects. The Green Infrastructure Projects will require short-term and intermittent engineering effort. All projects will require project engineering design and construction services, including civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural design. One of the projects, the Yosemite Creek Daylighting Project, consists of daylighting approximately 1,700 feet of Yosemite Creek through McLaren Park. The creek channel design requires geomorphology expertise. In addition, the engineering expertise in the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system is required.

For the San Francisco Unified School District (SFUSD) Green Infrastructure Projects, the consultant team will provide professional engineering design services for SFPUC Green Infrastructure Projects on SFUSD properties. Projects include Balboa High School Regional Run-off Reduction Project, A.P. Giannini Middle School Green Infrastructure, and others to be identified. The scope of work will include professional engineering services to support project design and construction, including civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural services. These engineering services will require expertise on the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system, as well as experience securing regulatory approvals for California public schools.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary to successfully deliver San Francisco's first creek daylighting project, and meet the budget and schedule outlined in the CIP. Creek channel design is a unique endeavor that requires an integrated team of engineers with extensive professional experience in creek channel design. The project cannot be delivered without the consultant expertise. In addition, projects constructed on SFUSD properties require California Division of the State Architect (DSA) experience to obtain project approval from the State of California. The DSA oversees design and construction for K-12 public schools and community colleges in California. The SFPUC's project partner SFUSD requires their consulting engineers to have demonstrated experience obtaining DSA design and construction approvals in order to meet the project schedules and deliverables. The consequence of denial will impact the project being constructed on a slower schedule and the delivery of the Green Infrastructure projects as proposed in the SFPUC's Wastewater Enterprise Capital Improvement Program (CIP) will be delayed.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Green infrastructure design for projects in the public right of way have been performed by using Public Works, PUC and consultant engineers. PSC 44148 - 18/19 Yosemite Creek Daylighting Project (PRO.0123) expired on November 20, 2018 and is being renewed with this PSC, with the addition of Green Infrastructure Projects to be performed for the SFUSD. The SFPUC has an existing as-needed consultant contract for green infrastructure engineering PSC No. CS-

1000, which has a maximum task order value of \$400,000, and was approved with PSC 47931 - 14/15. This contract will expire in July 2020, and cannot be extended. The Upper Yosemite Creek Daylighting Project, Balboa High school Runoff Reduction Project and AP Giannini MS Green Infrastructure are large projects that will require consultant engineering services in excess of the maximum task order allowed by an as-needed contract, which is why a project specific RFP is required. The scope of services for these projects require consultant services with expertise in green infrastructure projects and experience working with DSA.

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

Nine Green Infrastructure projects will be designed and constructed. Seven and a half years of intermittent and short term consultant services will be needed to complete the green infrastructure projects identified in the Wastewater Enterprise CIP.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

As stated in Section 1B, this project requires special expertise in Green Infrastructure engineering design, SFUSD/DSA coordination and approval. City resources will lead the project, including project management, project engineering, technical design oversight, and construction management. City staff will and oversee the consultant design team to ensure compliance with SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant will need to have engineering expertise including civil, geomorphology, hydraulics, geotechnical, slope stabilization and structural engineering for the design and construction of the creek channel and auxiliary facilities. In addition, the consultant will need to have expertise in the design of innovative passive high-efficiency irrigation systems and stormwater storage systems. The consultant will provide an integrated team for all engineering and landscape design of the stream bed and channel. Work outside the stream bed and channel will be performed by City engineering resources. The consultant will need knowledge of DSA-specific design standards and proven success expeditiously securing DSA approvals. Prior experience in the design of green infrastructure within public school yards is required by SFUSD.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5274, Landscape Architect;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

PUC approached both PUC Engineering Management Bureau (EMB) and Public Works Infrastructure Design and Construction regarding providing these specialized design services for the project. PUC does not have the specialized engineering resources for the project but will provide Project Engineering and ancillary design services. For the Yosemite Creek Daylighting Project, Public Works agreed to provide engineering services for the elements within the existing roadway, including hydraulics and connections back to the Combined Sewer System (CSS), street and curb ramp design, and environmental specifications. Public Works (PW) will also provide landscape architectural services for the areas outside the creek channel. PW also declined to provide the specialized creek channel design and does not have the expertise to design the passive high-efficiency irrigation and alternative storage system. For the other Green Infrastructure projects, the project manager and project engineer will be PUC employees. Work will be included for the PUC/PW where applicable but the specialized services is needed through out the contract. The need for this support will be a short duration and short term hiring of individuals for these specialized areas is not feasible.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

City resources will lead the project, including project management, technical design oversight, and construction management. Yosemite Creek Daylighting Project is the first creek daylighting project in San Francisco. Creek channel design requires expertise from an interdisciplinary team of civil, environmental, geotechnical, geomorphological, and hydraulic engineers with 10-years of professional experience in urban creek daylighting. There are no passive high-efficiency irrigation systems in San Francisco. As the PUC introduces a new irrigation technology that re- uses stormwater, prior experience in the design and operation of passive high efficiency irrigation systems is required. SFUSD requires a design consultant with 10-years of experience designing projects to meet DSA standards and securing DSA approvals. Civil service staff in San Francisco are not engaged in the design of SFUSD schools, and therefore do not have DSA experience. PUC civil service project manager and project engineer will collaborate to manage consultants and integrate civil service staff where applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Engineers are needed to perform Green Infrastructure engineering design for projects, but this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized engineering is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. Yes. Training will include training for our engineering staff. Training may include workshops on new irrigation technology, creek design, and asset management.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 05/19/2021, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48065 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: Hale, Shawndrea M.; [Laxamana, Junko \(BOS\)](mailto:Laxamana, Junko (BOS)); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Shawndrea M.; [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 48065 - 20/21
Date: Wednesday, May 19, 2021 12:44:51 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 48065 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48065 - 20/21 for \$7,500,000 for Initial Request services for the period 06/15/2021 – 12/14/2028. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16499> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Request for Proposals:

Engineering Services for Green Infrastructure

Agreement No. PRO.0123

4/15/2021



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (“SFPUC” or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of one qualified Proposer to provide Green Infrastructure planning and design services for the Wastewater Enterprise Capital Improvement Program. The Proposer may also be called upon to provide other related services during the term of the Professional Services Agreement (“Agreement”).

Proposers responding to this RFP must have proven expertise and extensive experience, as specified in Section 4. The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$7,500,000

Agreement Duration: 7.5 years

The SFPUC anticipates awarding an Agreement to the highest-ranked Proposer for an amount not-to-exceed \$7.5 million. The Agreement will be for a term not-to-exceed seven and one-half (7.5) years.

The Agreement amount is inclusive of all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. Proposer’s services that may be reallocated to City staff include, but are not limited the design of surface and subsurface Right of Way improvements and the Yosemite Station design. In addition, the SFPUC shall have the sole discretion to extend the Agreement term beyond the seven and one-half (7.5) years (or 90 months) duration and may increase the contract amount as allowed by City requirements.

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

The Agreement includes professional planning, engineering and landscape design services for the ten (10) green infrastructure projects identified in the “Wastewater Enterprise 2020 Ten-Year Capital Improvement Program”. Projects GI-0, GI-1, and GI-3 are in conceptual engineering or detailed design phases. Projects identified for GI-4 through GI-10 may change to reflect Wastewater Enterprise Capital Improvement Program updates during the next cycle in 2022. The goal and primary function of each green infrastructure project is to reduce stormwater flows to the City’s combined sewer system in one of San Francisco’s eight (8) watersheds.

The location and scope of each green infrastructure project within a watershed will be informed by the project’s planning process outcomes and will also be highly dependent upon SFPUC’s successful coordination and collaboration with interested stakeholders and property owners.

SFPUC will incorporate Project Descriptions and Detailed Description of Tasks (Section 3.3 and 3.4) and the Overhead and Profit Schedule’s (OPS) billing rates (Section 5.2.11) to be provided by the Proposer as part of its Proposal into the Agreement as the applicable scope of services and billing rates, respectively. The material terms and conditions of the Agreement, including but not limited to the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

SFPUC may post additional information relating to the RFP on the SFBid website after issuance of the RFP. Proposers should therefore consult the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

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

Advertisement of RFP	4/15/2021
Pre-Submittal Conference.....	4/22/2021
Deadline for Proposers to Submit Questions	4/27/2021
Deadline for Proposers to Submit Proposals	5/19/2021
Posting of Proposer Ranking	7/1/2021
Public Utilities Commission Authorization to Execute Agreement	8/10/2021
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement ...	10/20/2021
Notice of Award of Agreement	11/9/2021

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Time: 2:00 PM

Date: 4/22/2021

Location: <https://bluejeans.com/363066463>

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

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

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity in Contracting

This contracting opportunity is subject to compliance with the City's Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. The SFPUC also seeks to further optimize the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, SFPUC recommends that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race to include a diverse mix of staff at all organization levels. Note that the SFPUC's encouragement of diversity will not affect the evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

1.6 Limitations on Communications

From the earlier of either 1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or 2) the date this RFP is issued, until completion of the competitive process of this RFP, either by cancelation or by final action of the San Francisco Public Utilities Commission, Proposers, subconsultants, vendors and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP. **SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP. Conflicts of Interest**

1.7 Conflicts of Interest

The City will require the Consultant(s) to agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. Proposers must carefully review Section 12 of this RFP before submitting a proposal. Furthermore, the SFPUC strongly advises any Proposer to consult with its legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the Proposer to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

2 Background

2.1 San Francisco Public Utilities Commission

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

The mission of the SFPUC is to:

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

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

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

2.2 Infrastructure Division

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

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

2.3 Wastewater Enterprise Capital Improvement Program

The SFPUC has developed a comprehensive \$6.9 billion Sewer System Improvement Program (SSIP). On February 11, 2020, the SFPUC approved the latest 10-Year Wastewater Enterprise (WWE) Capital Improvement Program (CIP) funding for FY 2020-2029. Managed by the Infrastructure Division, the 10-Year CIP is a series of major capital improvement projects to be implemented over the next decade that will bring the City's combined wastewater and storm water system into a state of good repair, meet the current and future challenges, and achieve the Commission endorsed levels of service (LOS). SFPUC has identified green infrastructure projects within the WWE CIP for funding.

2.4 Green Infrastructure

Green infrastructure is a storm water management strategy that takes advantage of natural ecological processes to manage storm water runoff at its source in order to reduce flows into the City's combined sewer system. Examples of green infrastructure include vegetated swales, bioretention planters, infiltration trenches, permeable pavements and rainwater harvesting systems. Green infrastructure provides multiple benefits to the communities where it is installed. In addition to improving the sewer system, green infrastructure can enhance recreational areas, beautify streets, improve pedestrian conditions, and create a more livable habitat for San Francisco birds, native plants, and residents.

SFPUC planned eight (8) green infrastructure Early Implementation Projects (EIPs) in 2007, each of the EIP projects are in a different San Francisco watershed. The goal of the EIPs is to demonstrate the efficacy of performance-based green infrastructure technologies to remove or attenuate storm water to the combined sewer system. Seven (7) EIP projects have been

constructed. The design of the eighth project, Yosemite Creek Daylighting Project in the Yosemite watershed, is project GI-0, included in this RFP.



Figure 1: San Francisco's Eight Watersheds

2.5 Previous Green Infrastructure Contracts

Contracts CS-165 – SSIP Program Management Consultant (PMC) with AECOM/Parsons Joint Venture (JV) and Contract CS-1000, As-needed Green Infrastructure Design and Engineering with MWH/AGS JV have been used for SSIP SFPUC green infrastructure work.

For Contract CS-165 - SSIP Program Management Consultant (PMC) with AECOM/Parsons JV, planning documents authored by PMC for the EIP projects are located in Appendix B. Appendix B includes the following:

- 1) For the Yosemite Creek Daylighting Project, PMC completed the Conceptual Engineering Report Yosemite Watershed Early Implementation Project dated June 2020 and the Upper Yosemite Creek Daylighting Project - 35% Design Submittal dated September 19, 2018.
- 2) PMC commenced the Planning Phase for projects GI-1, Balboa High School Regional Run-off Reduction Project and for GI-3, AP Giannini Middle School. The planning phase technical memo for GI-01 and GI-3 are contained in the document, "Alternatives Analysis Status Summary for Balboa High School and A.P. Giannini Middle School Green Infrastructure Projects, dated June 30, 2020."
- 3) PMC produced Green Infrastructure Grant Program related deliverables and can be viewed here: <https://www.sfwater.org/index.aspx?page=1260>
- 4) For Contract CS-1000, As-needed Green Infrastructure Design and Engineering with MWH/AGS JV, the project team produced green infrastructure training, inspection, communications, and green infrastructure support to other City Departments among other tasks.

3 Scope of Services

3.1 General Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an Agreement with a professional services Consultant(s) to provide green infrastructure planning and design services. The following list of professional services are needed on these projects:

- A. Civil Engineering
- B. Landscape Architecture
- C. Hydrologic/Hydraulic Modeling
- D. Creek Engineering
- E. Electrical Engineering
- F. Mechanical Engineering
- G. Structural Engineering
- H. Geotechnical Engineering
- I. Cost Estimating
- J. Utilities Mapping and Coordination
- K. Aerial Photogrammetry and Topographic Surveys
- L. Peer Review/Independent Technical Review
- M. Other Specialized Services

The Consultant(s) will work under the direction of the SFPUC to provide planning and engineering design services for green infrastructure projects identified within Wastewater Enterprise Capital Improvement Programs (WWE CIP). At the SFPUC's sole discretion, some projects will require SFPUC engineering staff to be integrated into the Consultant(s) project team. The Consultant(s)' work objective will be to perform engineering design services applying all applicable codes and SFPUC procedures. Green infrastructure projects are proposed on sites owned by other agencies including but not limited to the San Francisco Unified School District (SFUSD), San Francisco Recreation and Park Department (SFRPD), and the California Department of Motor Vehicles. Certain regional runoff reduction projects also require coordination with nearby public and private property owners to reroute on-site stormwater flows to the green infrastructure project. The viability of each proposed project site is highly contingent upon SFPUC's coordination and collaboration with other agency-owners during the planning phases, and the Consultant(s) should be knowledgeable and competent to work with and to navigate through each agencies specific procedures and requirements to ensure each project's success.

The Consultant(s) shall have experience and expertise in: green infrastructure design; engineering design and analysis; hydrologic/hydraulic modeling; geomorphic design of creek channels; irrigation design; landscape design; public school playground design; athletic field

design; accessibility design and coordination with the Division of the State Architect (DSA) to gain regulatory approvals for projects on SFUSD property. The Consultant(s) must demonstrate sufficient expertise and depth of staff capabilities to support the design for green infrastructure projects under tight schedule constraints and despite other work that the firm may be performing at the same time.

All projects are proposed within the City and County of San Francisco.

3.2 Contract Term and Schedule

The Agreement will have seven and one-half (7.5) years contract duration .

The SFPUC reserves the right to commence, close, reduce or extend Consultant(s) services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term beyond the seven and one-half (7.5) years (or 90 months) duration and may increase the contract amount as allowed by City requirements.

3.3 Project Descriptions

The SFPUC has developed a preliminary scope of work for the various green infrastructure projects that it expects to be performed under the Agreement. However, the scope of services described for each project is not a complete listing of all services that may be required. The primary role of the Consultant(s) will be to provide planning and engineering design services. The Consultant(s) may perform engineering planning and/or design for a portion of a project or for an entire project. The SFPUC, in its sole discretion, may select Consultant(s) for all portions or none of the work described below. SFPUC's Engineering Management Bureau (EMB) will determine the scope of work and schedule when engineering services are needed.

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

Services on any project may include preparation of a Needs Assessment Report (NAR), Alternative Analysis Report (AAR), Design Criteria Report (DCR), Conceptual Engineering Report (CER), Detailed Design and Construction Documents, and Engineering Support During Construction as well as other miscellaneous services such as environmental support and post-construction monitoring. Liaising with the City and City Design Teams is an essential part of the Consultant(s) work.

The preliminary list of projects identified in the Wastewater Enterprise 2020 Ten-Year CIP is listed below. Identified projects are contingent upon SFPUC's successful coordination and collaboration with interested stakeholders and property owners during each project's AAR phase. Except for green infrastructure projects GI-0, GI-1, and GI-3, all other projects include an AAR phase where an alternate site for green infrastructure may be identified for further project development. A list of identified alternative projects is included in Table-2.

Table-1 GREEN INFRASTRUCTURE PROJECTS - WWE CIP 2020

PROJECT ID	PROJECT NAME	WATERSHED	OWNER	PHASE (Fiscal Year Beginning of)
GI-0	Upper Yosemite Creek Daylighting Early Implementation	Yosemite	SFRPD	Construction Documents FY 21/22
GI-1	Balboa High School Regional Runoff Reduction	Islais	SFUSD	CER FY 21/22
GI-2	<i>Not Used</i>			
GI-3	Regional School/Park: AP Giannini Middle School	Sunset	SFUSD	CER FY 21/22
GI-4	Regional School/Park: Lowell High School	Lake Merced	SFUSD	NAR/AAR FY 23/24
GI-5	Balboa Park GI	Islais	SFRPD	NAR/AAR FY 23/24
GI-6	Ocean Storm Area GI: Aptos School & Playground	Lake Merced	SFUSD	NAR/AAR FY 23/24
GI-7	SFPUC Parcel: Merced Manor Reservoir	Sunset	SFPUC	NAR/AAR FY 24/25
GI-8	Upper Channel Storm Area GI: DMV Runoff Reduction	Channel	California Department of Motor Vehicles	NAR/AAR FY 24/25
GI-9	SFPUC Parcel: Sunset Reservoir	Sunset	SFPUC	NAR/AAR FY 24/25
GI-10	Upper Channel Storm Area GI: Hamilton Playground	Channel	SFUSD	NAR/AAR FY 25/26

Project Name: GI-0 – Yosemite Creek Daylighting Early Implementation Project
Project Description

The Upper Yosemite Creek Daylighting EIP consists of daylighting approximately 2100 linear feet of Yosemite Creek between Bacon/Oxford Streets (Yosemite Marsh) and Wayland/University Streets to convey storm water adjacent to, or within, the right-of-way (ROW) and through McLaren Park before returning to the Combined Sewer System (CSS). The project CER is complete. A 400-foot section of storm drain pipe will be needed to convey flow underground through one residential block of Wayland Street as shown in Figure 2. Three inline bioretention basins will capture and infiltrate storm water while creating natural habitat space for native plant species. Overflow from nearby McNab Lake will be filtered and directed into a subsurface storage system under the Louis Sutter soccer field. Water collected in the storage system will be recirculated through the creek in the wintertime to promote infiltration and used for irrigation during the dry season. A resting and gathering space called the Yosemite Station will be created along the creek at bioretention basin 2, to provide public amenity, awareness, and education opportunities.

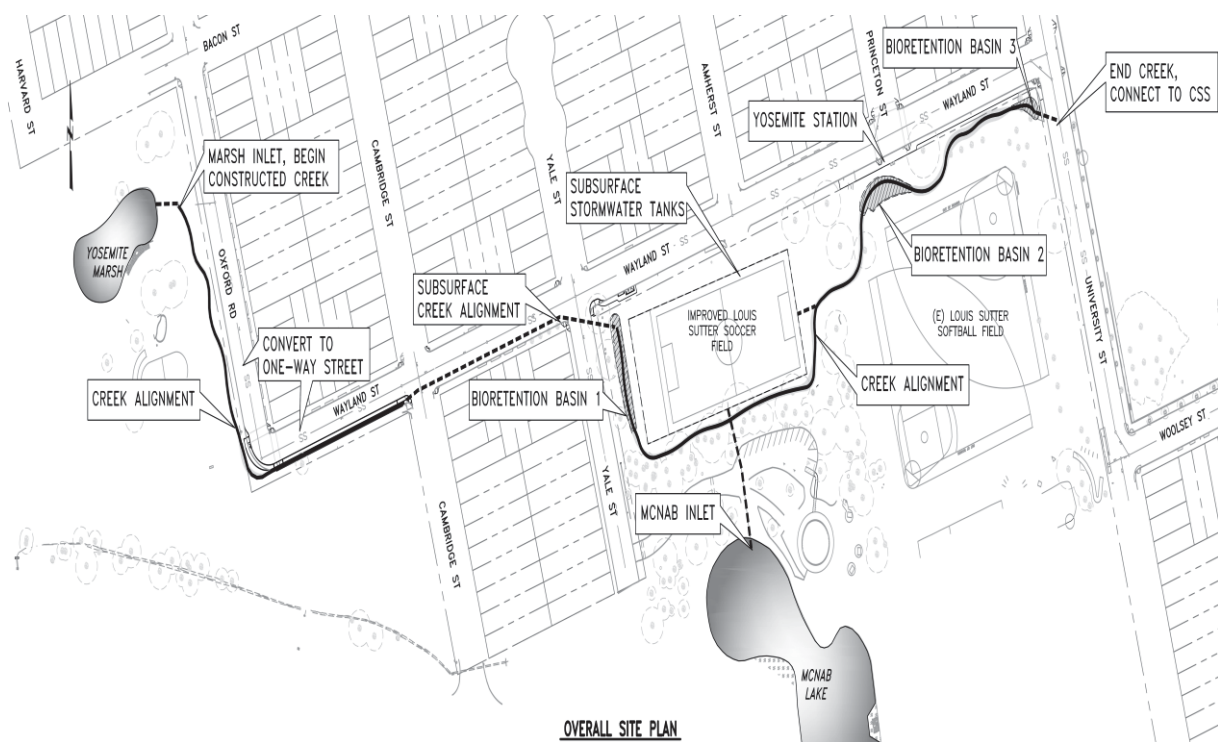


Figure 2: Yosemite Creek Daylight Project Creek Alignment

Scope of Work

The Consultant(s) will review CER, 35% design documents and all pertinent background information, condition reports, and hydrology/hydraulic analysis. The Consultant(s) will provide design engineering services as authorized by the SFPUC to complete the Design Phase deliverables. Design of the surface and subsurface Right of Way improvements and Yosemite Station design is excluded from the Consultant's scope of work.

Project Name: GI-1 – Balboa High School Regional Runoff Reduction Project***Project Description***

Regional stormwater collection from the upgradient San Miguel Child Development Center, Civic Center Secondary School, James Denman Middle School, as well as the Balboa High School campus itself. The project sites are owned and operated by the SFUSD. Runoff from up to 17.3 acres will be routed to an underground cistern tank integrated with an ultra-high-efficiency irrigation system underneath the football field as a replacement to the current artificial turf. The project may include collection of stormwater from school roofs and surrounding streets; and the renovation of related play areas, courtyards, landscape areas for green infrastructure. The purpose of this project will be to design and construct green infrastructure improvements to meet SFUSD and DSA requirements, and to green associated school yards.

Scope of work: The Consultant(s) will review AAR and all pertinent background information, condition reports, and hydrology/hydraulic analysis. The Consultant(s) will provide planning and design engineering services as authorized by the SFPUC to complete the CER in the Planning Phase and Design Phase deliverables.

Project Name: GI-3 – Regional School/Park: AP Giannini Middle School***Project Description***

The project will divert onsite stormwater collection from a 7.9 acre site and route it to green infrastructure facilities, including pervious paving, infiltration galleries and rain gardens. The project site, which is owned and operated by the SFUSD is approximately 75% impervious area, covered largely with paved play surfaces and 25% pervious area. Play yards will be re-designed for physical education and greening. Includes collection of stormwater from school roofs; and the renovation of related play areas, courtyards, landscape areas for green infrastructure. The purpose of this project will be to design and construct green infrastructure improvements to meet SFUSD and DSA requirements, and to develop green infrastructure improvements for the school yards.

Scope of work: The Consultant(s) will review AAR and all pertinent background information, condition reports, and hydrology/hydraulic analysis. The Consultant(s) will provide planning and design engineering services as authorized by the SFPUC to complete the CER in the Planning Phase, and Design Phase deliverables.

Project Name: GI-4 – Regional School/Park: Lowell High School Regional Runoff Reduction Project***Project Description***

The project entails regional stormwater collection from Lowell High School, Lakeshore School, and upgradient parking lots and public streets collectively comprising of a drainage management area of up to 32 acres. Stormwater will be routed to green infrastructure that may include an underground cistern integrated with an ultra-high-efficiency irrigation system, pervious paving and rain gardens. Pedestrian paving, roads, fields, and courts restoration is

included. The purpose of this project will be to plan, design, and construct green infrastructure improvements to meet SFUSD and DSA requirements.

Scope of work: The Consultant(s) will review all pertinent background information, condition reports, and hydrology/hydraulic analysis. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: if the Lowell High School Regional Runoff Reduction Project proves infeasible due to coordination or engineering issues determined in AAR, then other Sunset Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-5 – Balboa Park Green Infrastructure Project

Project Description

The project will manage runoff within Balboa Park, managed by SFRPD, from Young Street and on-street parking (0.7 acres), police station parking lot (0.5 acres), sump from playground (0.2 acres), and tennis courts (0.5 acres) using four new infiltrative bioretention facilities, and improve drainage in parking area behind Boxer press box (0.2 acres).

Scope of work: The Consultant(s) will review all pertinent background information, condition reports, and hydrology/hydraulic analysis. The Consultant(s) will provide planning and design engineering services as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: if the Balboa Park Green Infrastructure Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Islais Creek Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-6 – Ocean Storm Area GI: Aptos School & Playground Regional Runoff Reduction Project

Project Description

The Ocean Ave Runoff Reduction Project is a regional stormwater project centered around Aptos Middle School in the Ingleside neighborhood. The project includes regional stormwater collection from adjacent upstream right-of-way as well as Aptos School, an SFUSD-owned and managed property, and Aptos Playground, a SFRPD-owned and managed property. Runoff from up to 6.5 acre drainage management area (DMA) is routed to an underground cistern integrated with an ultra-high-efficiency irrigation system underneath the football field as a replacement to the existing field. Regional stormwater collection is from adjacent intersections. Disturbed play yards will be re-designed for physical education and greening. The proposed work also includes renovation of related play areas and landscape areas to support green infrastructure. The purpose of this project is to design and construct green infrastructure

improvements to meet SFUSD, SFRPD and DSA requirements, and to add landscaping to associated school yards.

Scope of work: The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: If the Aptos School and Playground Regional Runoff Reduction Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Lake Merced Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-7 – SFPUC Parcel: Merced Manor Reservoir Roof Runoff Reduction Project
Project Description

Divert runoff from the 1.85-acre reservoir roof to a 75,000-gallon underground cistern to satisfy onsite irrigation demand of the extensive turf lawn used by the YMCA. In addition, the 0.23-acre rooftop of the pump house would be diverted via downspout disconnect to a rain garden located in front of the building. Ocean Avenue to the south of the site is excessively wide and could be narrowed to extend the sidewalk width to create additional treatment area.

Scope of work:

The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: If the Merced Manor Reservoir Roof Runoff Reduction Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Sunset Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-8 – Upper Channel Storm Area GI: DMV Runoff Reduction
Project Description

Manage runoff from hardscape (1.7 acres) through 3,703 sf of bioretention. Disconnect downspout and harvest runoff from roof (0.39 acres) in 9,750-gallon cistern.

Scope of work:

The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and design engineering services as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: If the DMV Runoff Reduction Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Channel Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-9 – SFPUC Parcel: Sunset Reservoir Roof Runoff Reduction Project

Project Description

Capture runoff from 12-acre northern half of reservoir. Manage portion (2.3 acres) with bioretention in northwest corner of site. Manage remainder (9.5 acres) using in-street infiltration gallery. Gallery may be deep due to water mains and sewer that need to be crossed on Ortega Street. Candidate for silo dry well technology.

Scope of work: The Consultant(s) will review all pertinent background information, previous analyses, construction documents for the project and provide planning and design engineering services as authorized by the SFPUC.

Alternate Projects: If the Sunset Reservoir Roof Runoff Reduction Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Sunset Watershed projects listed in Table 2 will be considered as alternates.

Project Name: GI-10 – Upper Channel Storm Area GI: Hamilton Playground Regional Runoff Reduction Project

Project Description

Capture of runoff from Hamilton Playground impervious area as well as parts of Scott St, Pierce St, Steiner St, Post St and Bosworth Way (4.85 acres DMA in total). Store a portion of runoff (3 acres of DMA) under the hardscape play area in a 120,000 gallon cistern and use it to irrigate the field. Manage the remainder of DMA (1.85 acres) with 4,000 sf of bioretention.

Scope of work: The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and design engineering design services as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, and Design Phase deliverables.

Alternate Projects: If the Hamilton Playground Regional Runoff Reduction Project is not feasible due to coordination or engineering feasibility issues determined in AAR, then other Channel Watershed projects listed in Table 2 will be considered as alternates.

The AAR phase for any of the above identified projects may include an analysis of an alternative project listed below in Table-2. If any identified project in Table-1 is determined to be infeasible during AAR, an alternative project may supplant the identified project and proceed to conceptual and detailed design. SFPUC in coordination with the Consultant(s) shall select alternative projects for evaluation during the AAR phase. Consideration will be given to projects within the same watershed, projects in other watersheds with the same drainage management area size, projects with stakeholder/owner support, and projects that have higher benefit to cost ratios. The projects listed in Table-2 is not exhaustive and may be amended as new opportunities for Green Infrastructure is identified during project development and subsequent WWE CIP cycles.

Table-2 GREEN INFRASTRUCTURE ALTERNATE PROJECTS

PROJECT ALT ID	PROJECT ALTERNATIVE NAME	WATERSHED	DESCRIPTION
CH-1	Downtown High School Runoff Reduction Project	Channel	1,600 sf of rain gardens to manage 0.76 acres of onsite hardscape on the site, and a 0.59acre blue roof to manage the roof runoff. Located in an environmental justice area. Synergies include the Potrero Hill Area Plan and adjacency to a Priority Streetscape Street.
CH-2	Gateway High School Runoff Reduction Project	Channel	2,500 sf of bioretention to manage 1.2 acres of rooftop and 15,000 sf of permeable pavement to manage 1.4 acres of onsite hardscape on the site.
CH-3	Golden Gate Webster Housing Runoff Reduction Project	Channel	700 sf of bioretention to manage runoff from a 0.33-acre roof. Downspout disconnect to rain gardens to manage another 0.18 acres of rooftop. Permeable pavement to manage 0.5 acres of onsite hardscape at the site.
CH-4	Hayes Creek – Civic Center Reach	Channel	Daylight 1,419 feet of creek, capture runoff from surrounding areas (10.6 acres DMA) and manage through 23,043 sf of bioretention along creek
CH-5	Hayward Playground Runoff Reduction Project	Channel	Downspout disconnect to 850 sf of rain gardens to manage 0.39 acres of rooftop. 6,000 sf of permeable pavement to manage 0.55 acres of onsite hardscape at the site.
CH-6	Hutch Community Center Runoff Reduction Project	Channel	600 sf of infiltrative rain gardens to manage runoff from 0.27 acres of rooftop via downspout disconnect, which requires accessing internal downspouts at this site. 1,700 sf of bioretention to manage 0.77 acres of onsite hardscape at the site.
CH-7	Jackson Playground Runoff Reduction Project	Channel	235,000-gallon underground cistern beneath the playing fields at the Jackson Playground located in an environmental justice area. Stormwater collected from

PROJECT ALT ID	PROJECT ALTERNATIVE NAME	WATERSHED	DESCRIPTION
			onsite and adjacent uphill intersections to the south; no significant new storm drains in the ROW. Potable offset via irrigation to meet onsite turf irrigation demands.
CH-8	Mission Creek – Division and Treat St. Reaches with Highway	Channel	Daylight 6,530 feet of creek, capture runoff from surrounding areas (104.22 acres DMA) and manage through 363,189 sf of bio-retention along creek.
CH-9	Post Baker Housing Runoff Reduction Project	Channel	Downspout disconnect to 2,000 sf of rain gardens to manage 0.90 acres of rooftop. 1,000 sf of bioretention to manage 0.45 acres of onsite hardscape. 6,000 sf of permeable pavement to manage another 0.55 acres of onsite hardscape at the site.
CH-10	Rosa Parks Elementary Runoff Reduction Project	Channel	1,400 sf of bioretention to manage 0.64 acres of rooftop via downspout disconnect. Additional 3,500 sf of bioretention to manage 1.61 acres of onsite hardscape at the school.
CH-11	Woodland Creek – Grattan Reach	Channel	Regional stormwater collection from 30 acres of the nearby Interior Greenbelt, as well as the 2-acre Grattan Playground site itself. Runoff routed to a 325,000-gallon underground cistern integrated with an ultra-high-efficiency irrigation system underneath the soccer fields as a replacement to the existing worn turf. Includes 1,000 ft of separate storm pipe to divert flows from the Greenbelt to the playground.
IS-1	Cleveland Elementary Runoff Reduction Project	Islais	Rain gardens to manage 0.35 acres of disconnected rooftop and permeable pavement to manage 0.62 acres of onsite hardscape. Site is located in a disadvantaged community.
IS-2	Islais Creek – Alemany Reach	Islais	Daylight 4,175 feet of creek, capture runoff from surrounding areas (23.8 acres DMA) and manage through 27,225 sf of bioretention along the creek corridor and a

PROJECT ALT ID	PROJECT ALTERNATIVE NAME	WATERSHED	DESCRIPTION
			280,000-gallon underground storage tank beneath the Alemany Farmers Market.
IS-3	June Jordan School for Equity Regional Runoff Reduction Project	Islais	90,000-gallon underground cistern beneath the basketball courts on the campus of June Jordan School for Equity located in a disadvantaged community. Regional stormwater collected from onsite as well as a single collection point on the road leaving McLaren Park; therefore, no significant new storm drains are needed in the right-of-way, just a single pipe running a short distance to the basketball courts. Potable offset via irrigation of the neighboring garden.
IS-4	Marshall High School Runoff Reduction Project	Islais	Reroute onsite runoff from 1.57 acres of rooftop via downspout disconnect to rain gardens and another 1.36 acres of hardscape to permeable pavement on the Marshall High School campus located in an environmental justice and disadvantaged community. Additional synergy with the Bayview Area Plan.
LM-1	Head and Brotherhood Mini Park Runoff Reduction Project	Lake Merced	225,000-gallon underground storage tank collecting stormwater from 5.6 acres of nearby streetscape by rerouting catch basins at the end of cul-de-sacs just to the north. Management by means of either purely detention, or possibly irrigation of the Brotherhood Way Creek riparian corridor. Primarily intended as add-on to Brotherhood Way Creek project.
NS-1	Marina Middle School Regional Runoff Reduction Project	North Shore	400,000-gallon cistern beneath the existing asphalt yard for indeterminate use, possibly a fill-up station, irrigation of adjacent Moscone Park, and/or onsite toilet flushing. Stormwater collected from Moscone Park with minimal rerouting necessary, as well as from a portion of Fort Mason via a bioswale in that park running

PROJECT ALT ID	PROJECT ALTERNATIVE NAME	WATERSHED	DESCRIPTION
			along Bay St and piping across the Bay St and Laguna St intersection.
RI-1	Rossi Playground Runoff Reduction Project	Richmond	Downspout disconnect to a 5,000-gallon cistern to capture rainwater from 0.2 acre of rooftop and meter flows to a smaller rain garden, as well as bioretention to manage runoff from 1 acre of onsite hardscape
SU-1	Sunset Recreation Center Runoff Reduction Project	Sunset	Tank under existing field hooked up to existing irrigation system. Collecting mainly from the site plus diverting catch basins at a couple adjacent intersections.
SU-2	West Portal Playground Runoff Reduction Project	Sunset	Rerouting runoff from 3.34 acres from the adjacent West Portal Elementary School and from the playground area itself to a 135,000-gallon cistern beneath the turf field. Potable offset via onsite irrigation to meet the demands of the turf field. NOTE: the Muni tunnel is directly underneath the field and may be too shallow to allow for an underground tank at this location, in which case it may be possible to route stormwater from this area to the Wawona St and 15 th Ave Stormwater Detention Project.
YO-1	University Mound Reservoir Runoff Reduction Project	Yosemite	Rerouting the existing storm drain for the 12-acre southern reservoir at the University Ave and Woolsey St intersection to the adjacent 770 Woolsey St parcel where half the flows would go to a 120,000-gallon cistern to satisfy onsite irrigation demands and the other half would go to infiltrative rain gardens on that parcel. Land acquisition and/or teaming with Project Greenhouse would be necessary. Otherwise, infiltration gallery in the ROW could be a viable alternative

3.4 Detailed Description of Tasks

The following is a detailed description of the tasks which may be required to complete the project assignments.

A. Civil Engineering: Planning, design, and analysis of green infrastructure best management practices (BMP) including preparation of the Stormwater Control Plan, sizing of green infrastructure BMPs, grading and drainage, routing of stormwater runoff including design of pipelines and on-site and right-of-way ADA and site improvements.

B. Landscape Architecture: Planning, design and analysis for green infrastructure including fine grading, planting, site detailing, irrigation – including high-efficiency and capillary action systems; and related facilities (including school yards, athletic fields, playgrounds, courtyards and parking areas); and computer aided drafting. Securing DSA approval for projects on SFUSD property.

C. Hydraulic/Hydrologic Modeling: Planning, design, analysis and evaluation of stormwater hydrology and hydraulics. Sizing of green infrastructure BMP and design of conveyance pipes.

D. Creek Engineering: Planning, design, and analysis for stream channel design including geomorphic design.

E. Electrical Engineering: Planning and design for site lighting, irrigation systems, pumps and other electrical systems to support the installation of green infrastructure using computer aided drafting.

F. Mechanical Engineering: Planning and design for mechanical systems including pumps to support green infrastructure using computer aided drafting.

G. Structural Engineering: Planning, design and analysis of miscellaneous structural elements including but not limited to: retaining walls, cisterns, foundations for green infrastructure and ancillary facilities (including buried structures, equipment support and anchorage) including seismic upgrade and retrofit to the current codes and standards. Conduct computer modeling and calculations.

H. Geotechnical/Geologic Engineering: Geotechnical and geological engineering investigations (including but not limited to standard penetration tests, deep borings, and geophysical investigations using specialized equipment) to determine potential geologic/geotechnical hazards, soil percolation rates, foundation conditions, and rock and soil properties. Recommend design pressures for static and seismic conditions.

I. Cost Estimating: Cost estimation for construction of projects using local rates, current market conditions, and utilizing AACE guidelines.

J. Utilities Mapping and Coordination: Survey and determine location of existing utilities and ensure that there is no interference with projects.

K. Aerial Photogrammetry/Topographic Surveys: Aerial photogrammetry and topographic survey with the latest technology and equipment, as appropriate.

L. Peer Review/Independent Technical Review: Provide review of designs prepared by others for projects of different scope and sizes; provide recommendations on areas for project cost savings.

M. Other Specialized Services: The Consultant(s) may be requested to perform services other than specified in the tasks above, but similar in nature to the general work described in this RFP.

3.5 Estimate of Work by Discipline

The following is an estimate by discipline for engineering work expected in this contract.

A. Civil Engineering.....	22.5%
B. Landscape Architecture.....	15%
C. Hydrologic/Hydraulic Modeling.....	5%
D. Creek Engineering.....	5%
E. Electrical Engineering	2.5%
F. Mechanical Engineering	2.5%
G. Structural Engineering	2.5%
H. Geotechnical Engineering	10%
I. Cost Estimating	5%
J. Utilities Mapping and Coordination.....	2.5%
K. Aerial Photogrammetry/Topographic Surveys.....	7.5%
L. Peer Review/Independent Technical Review.....	7.5%
M. Other Specialized Services	12.5%

3.6 City Staff Responsibilities

The SFPUC Infrastructure Division will manage the proposed work. Key and lead roles and responsibilities are as follows:

- 1) **Infrastructure Division's Director of Wastewater Capital Programs** is responsible for the overall delivery of the CIP program and ensures that the projects recommended within the CIP help achieve the endorsed LOS goals for the SFPUC.
- 2) **Project Manager (PM)** has overall project responsibility and is accountable for project execution, including the project work scope, schedule, and budget. The PM is the SFPUC's representative and spokesperson for the project and is also responsible for overall project communication and coordination.
- 3) **Project Engineer (PE)** is responsible to the PM for implementation of the Planning and Design Phases of work. The PE will manage the design efforts of SFPUC staff and Consultant(s).
- 4) **Project Construction Manager (PCM)** is responsible to the PM for implementation of the construction phase of work. The PCM will manage the construction management efforts of SFPUC staff and Consultant(s).
- 5) **Wastewater Enterprise Liaison(s)** are assigned to the project at the start of the project and will provide criteria and input from divisions and bureaus of the enterprises to the design team.
- 6) **BEM Environmental Manager** provides Constraints and Opportunities Analyses for the

Alternative Analysis Report (AAR) and Conceptual Engineering Report (CER), and specialized environmental competency to assist the PM in obtaining California Environmental Quality Act/ National Environmental Protection Act (CEQA/NEPA) and resource agency project compliance. The Bureau of Environmental Management (BEM) Environmental Manager will have overall project responsibility for leading the efforts for CEQA documentation and CEQA/permitting approvals for the project.

3.7 General Obligations

This section applies in full when the Consultant(s) is asked to provide “standard engineering design” (i.e., Consultant assumes lead designer role) and it applies as appropriate when Consultant is asked to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Consultant(s) as part of the projects included in this RFP must be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI 2012). Consultant must submit all deliverables, depending on type, separately in draft and final document format. Consultant must address all comments and/or issues raised during the review of draft documents in the final documents.

Consultant must submit all draft and final deliverables in ten (10) bound and one (1) unbound hard copies and one (1) digital copy supplied on a CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

Based on the overall CEQA evaluation (performed by others), Consultant must incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for on the Needs Assessment Report, Alternative Analysis Report, Conceptual Engineering Report, 35% Design, 65% Design, 95% Design and 100% Design, Consultant must submit a red-marked copy showing checker comments as proof of QA/QC adherence. Consultant must submit drawings as twenty (20) half-size bound copies. Digital copies must include required drawings in AutoCAD and Adobe Acrobat PDF format and required specifications and design reports in MS Word and Adobe Acrobat PDF formats. The following descriptions below indicate the content of those interim design submittals to be presented to the SFPUC.

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

A. Needs Assessment Report

Documents prepared by Consultant(s) shall encompass the following:

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

B. Alternatives Analysis Report

Consultant(s) shall prepare documents addressing the following issues, as applicable for each green infrastructure project:

- Condition of existing related assets
- Operating Philosophy
- Performance criteria
- Permitting Issues
- Alternative Descriptions
- Water Quality/Water Treatment/Wastewater Treatment Issues
- Preliminary Stormwater BMP sizing
- Hydrology/Hydraulic Issues
- Environmental Issues
- Legal Issues
- Geotechnical/geologic Issues
- Static and seismic stress analyses/criteria
- Seepage analyses/criteria
- Foundation conditions/criteria
- Seismic conditions/criteria
- Static and seismic stability and deformation analyses

- Right of Way
- Utility and Other Agency Coordination
- Cost, an AACE Class 5 construction cost estimate, and Schedule
- Alternatives Evaluation

C. Conceptual Engineering (10% Design)

Consultant(s) shall prepare documents addressing the following topics:

- Project scope definition
- Updated performance standards/criteria
- Practical and technical approaches to fulfill project objectives
- As-built information, site plans and preliminary alignment (plans)
- Critical constraints for recommended option
- Comprehensive hydraulic analysis
- Preliminary Stormwater Control Plan
- Facility process flow diagram, if required
- Construction sequencing
- Construction analysis and technical memorandum with construction schedule
- Preliminary risk register with recommendations for risk mitigation, as applicable
- Summary of design approach and Basis of Design
- 10% Construction design drawings
- Specifications list, work plan, construction schedule, and an AACE Class 4 construction cost estimate.

D. 35% Design

Consultant(s) shall prepare documents addressing the following information:

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

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

- Design criteria coordinated by the SFPUC
- Preliminary Stormwater Control Plan
- Summary of design approach, and identification of design issues; outline of specifications
- Drawings, in conformance with SFPUC standards, a construction schedule; and an AACE Class 3 construction cost estimate. The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts
- Updated constructability analysis and technical memorandum with construction schedule
- Updated risk register with recommendations for risk mitigation, as applicable

E. 65% Design

Consultant(s) shall prepare documents addressing the following issues:

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

F. 95% Design

Consultant(s) shall prepare documents addressing the following topics:

- Documents shall incorporate SFPUC and project team comments from 65% submittal
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC
- An AACE Class 1 construction cost estimate and construction schedule
- Completion of construction documents and packages for integration with contract plans/drawings and specifications produced by the SFPUC Design Team, in addition to assisting the SFPUC staff in preparation of Division 0 and 1 if required. The package shall

be ready for stamping and signatures by the Engineer of Record and for review by SFPUC contract preparation staff

- Updated constructability analysis and technical memorandum with construction schedule
- Updated risk registers with recommendations for risk mitigation, as applicable

G. 100% Design

Consultant(s) shall prepare 100% design documents meeting the following criteria:

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

Consultant's final submittal must include one (1) bound copy and one (1) unbound copy of reports; one (1) reproducible master set of the construction documents; twenty (20) half sized drawings; one (1) vellum set; one (1) digital copy of the drawings in AutoCAD Civil 3D and all other remaining documents, and final specifications in searchable PDF format.

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

The Consultant(s) must stamp its drawings and specifications that form part of the bid and construction drawings.

H. Engineering Support during Environmental and Permitting Phases

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

I. Engineering Support during Bid & Award Phase

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

J. Engineering Support during Construction and Close Out Phase

Provide engineering support during construction and close-out for the aforementioned projects, in a timely manner per SFPUC Infrastructure procedures, including: (1) Review and respond to Contractor's Submittals, Requests for Substitution (RFS) and Requests for Information (RFI); prepare scope of Proposed Change Orders (PCO) and provide technical support with analysis of Contractor's Change Order Requests (COR); (2) Attend coordination meetings at construction site; (3) Provide assistance during testing and startup; (4) Provide AutoCAD record drawings.

4 Minimum Qualifications

Proposers must meet the following minimum qualifications to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate Proposer compliance with the specified minimum qualifications. The City may reject proposals that do not clearly demonstrate Proposer compliance with the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers prior to rejecting a Proposal for failure to demonstrate compliance.

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

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

NOTE: Proposer may not cite as a reference project, nor may the selection panel consider, Proposer's prior work on SFPUC's CS-165 and CS-1000 to establish its experience or qualifications in the competitive process.

To qualify for award of the Agreement, the Prime Proposer or Joint Venture must demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFP and additional expertise in the following areas:

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

- A minimum of **fifteen (15)** years in business performing engineering or landscape architecture related to the design of green infrastructure facilities;
- **AND**
- Demonstrated experience in a lead role (as a Prime Proposer or Lead JV Partner) as the lead civil engineering firm or lead landscape architecture firm of at least **four (4)** design-completed projects for urban green infrastructure with a minimum green infrastructure construction value of \$1,000,000 each. (Reference Projects #1-4)

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

- A minimum of **ten (10) years** in business performing planning and design for green infrastructure projects; **OR**
- A minimum of **five (5) years** in business performing planning and design for green infrastructure projects; **AND** have a principal or partner with at least **fifteen (15) years** professional experience in planning and design of green infrastructure projects; The five-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other.

AND

- Demonstrated experience in a lead role (as a Prime Proposer or Lead JV Partner or Non-lead JV Partner) as the lead civil engineering firm or lead landscape architecture firm of at least **one (1)** design-completed project for urban green infrastructure with a minimum green infrastructure construction value of \$500,000 each.

4.2 Subconsultant Qualification

To qualify as the **Lead Creek Design Consultant** for this Agreement, a firm must possess the following qualifications. *Note: If the Prime Proposer or JV Partner is performing this role, they must also meet the below qualifications.

- A minimum of **ten (10) years** in business performing creek daylighting or creek restoration design services; **OR**
- Subconsultant must (i) have been in business a minimum of **five (5) years** performing creek daylighting or creek restoration design services; **AND** (ii) have a principal or partner with at least **fifteen (15) years** professional design experience in that field. The five-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other.
- **AND** Demonstrated experience as the lead creek designer of at least **four (4)** creek daylighting or creek restoration projects of similar complexity to those projects described in this RFP within the last **ten (10) years** of which at least **one (1)** project must be construction-complete;
- An employee who will serve as the **Lead Creek Designer** for this Agreement should refer to Section 4.3, "Key/Lead Team Member Qualifications."

To qualify as the **Lead Landscape Architectural Consultant** for this Agreement, a firm must possess the following qualifications. *Note: If the Prime Proposer or JV Partner is performing this role, they must also meet the below qualifications.

- A minimum of **ten (10)** years in business performing landscape architectural design of urban green infrastructure projects; **OR**
- Subconsultant must (i) have been in business a minimum of **five (5)** years performing landscape architectural design of urban green infrastructure projects AND (ii) have a principal or partner with at least **fifteen (15)** years professional design experience in that field. The five-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other.
- **AND**
- Demonstrated experience as the lead schoolyard designer of at least **four (4)** schoolyard projects of similar complexity to those projects described in this RFP within the last **ten (10)** years;
- Demonstrated experience working on California public schools and demonstrated experience engaging with the Division of the State Architect (DSA), schoolyard design requirements, such as ADA accessibility, physical education, etc.
- An employee to serve as the **Lead Landscape Architect** for this Agreement should refer to Section 4.3, "Key/Lead Team Member Qualifications."

For other **Subconsultant** that will provide technical services described in this RFP, the Subconsultant(s) must possess the following:

- Subconsultant must have been in business a minimum of **five (5)** years performing one of the technical fields required under the scope of services (e.g., utilities mapping, geotechnical engineering and others); **OR**
- Subconsultant must (i) have been in business a minimum of **two (2)** years performing one of the technical fields required under the scope of services (e.g., utilities mapping, geotechnical engineering and others) AND (ii) have a principal or partner with at least **fifteen (15)** years professional design experience in that field. The two-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a subconsultant firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" employee/person role identified in Section 4.3, below; (ii) the proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of the proposer's and subconsultant's performance under this Agreement based on the individual's present management/supervisory role with the subconsultant firm and the individual's anticipated involvement in the management/supervision of the services under this

Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the subconsultant firm for a period of at least one (1) year prior to the due date for submittal of proposals.

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

4.3 Key/Lead Team Member Qualifications

A. Lead Civil Engineer

To qualify as the **Lead Civil Engineer** for this Agreement, an individual must possess the following:

- A minimum of **ten (10)** years of experience performing planning and design of green infrastructure projects
- Experience as a lead civil designer on at least **two (2)** relevant, verifiable urban green infrastructure projects that includes a minimum of ½ acre of watershed for each project
- California registration as a Civil Engineer

B. Lead Creek Designer

To qualify as the **Lead Creek Designer** for this Agreement, an individual must possess the following:

- A minimum **ten (10)** years of civil or environmental engineering experience
- Experience in planning and designing of creek daylighting or creek restoration projects
- Experience as a lead creek designer on at least **two (2)** relevant, verifiable creek daylighting or creek restoration projects. At least **one (1)** project must be a construction-complete urban creek daylighting project similar in complexity to the Yosemite Creek Daylighting Improvement Project.
- California registration as a Civil Engineer

C. Lead Landscape Architect

To qualify as the **Lead Landscape Architect** for this Agreement, an individual must possess the following:

- A minimum of **ten (10)** years of experience performing planning and design of green infrastructure projects
- Demonstrated experience in working with active stakeholders on aesthetic design issues to minimize impact to and provide mitigation for the surrounding urban area

- Experience as a lead landscape architect on at least **two (2)** relevant, verifiable urban green infrastructure projects that includes a minimum of ½ acre of watershed for each project
- Demonstrated experience working on schoolyard design projects
- California registration as a Landscape Architect

D. Lead Geotechnical Engineer

To qualify as the **Lead Geotechnical Engineer** for this Agreement, an individual must possess the following:

- A minimum **ten (10)** years experience as a licensed geotechnical engineer
- Experience as a lead geotechnical engineer on at least **two (2)** relevant, verifiable projects leading geotechnical investigations and providing geotechnical values in design
- California registration as a Geotechnical Engineer

E. Lead Civil Hydrology/Hydraulic Engineer

To qualify as the **Lead Civil Hydrology/Hydraulic Engineer** for this Agreement, an individual must possess the following:

- A minimum **ten (10)** years experience as a licensed civil engineer
- Experience as a lead civil hydrology/hydraulic engineer leading modeling and studies for the planning or design of at least **two (2)** relevant, verifiable projects leading hydrology/hydraulic studies and developing hydrology/hydraulic models for planning or design

F. Project Manager

To qualify as the **Project Manager** for this Agreement, an individual must possess the following:

- A minimum of **ten (10)** years of project management experience of which **five (5)** must have been in management of the planning, design, and construction of green infrastructure projects
- Demonstrated technical expertise to manage services and staff involving multiple disciplines; consulting firms, agencies and stakeholders
- Demonstrated project management experience, leading a large multi-faceted project team that is integrated with agency staff

- Experience as a Project Manager in at least **two (2)** relevant, verifiable projects with features similar to the proposed projects within the last **ten (10)** years; each with a minimum project value of \$5 Million
- Current California Registration in his/her technical discipline
- An employee of the Prime Proposer/Lead JV Partner

Proposer must also identify specialized **Key Team Members** for each of the following disciplines:

- Geomorphologist
- Mechanical Engineer
- Electrical Engineer
- Irrigation Designer
- Surveyor
- Structural Engineer
- Cost Estimator
- Division of the State Architect (DSA) Specialist
- Education/Curriculum Specialist

To qualify as a Key Team Member for items i through vii, the individual must possess the following:

- A minimum **five (5)** years professional experience relevant to the team member's discipline; and
- Current California License or certification before award, to practice in his/her technical discipline, if providing design services.

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Engineering Services for Green Infrastructure Projects (PRO.0123)Funding Source: SFPUC Wastewater Enterprise Capital BudgetPSC Amount: \$7,500,000PSC Est. Start Date: 12/01/2020PSC Est. End Date 06/30/2028**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The SFPUC's Wastewater Enterprise Capital Improvement Program (CIP) includes nine Green Infrastructure projects. The Green Infrastructure Projects will require short-term and intermittent engineering effort. All projects will require project engineering design and construction services, including civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural design. One of the projects, the Yosemite Creek Daylighting Project, consists of daylighting approximately 1,700 feet of Yosemite Creek through McLaren Park. The creek channel design requires geomorphology expertise. In addition, the engineering expertise in the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system is required.

For the San Francisco Unified School District (SFUSD) Green Infrastructure Projects, the consultant team will provide professional engineering design services for SFPUC Green Infrastructure Projects on SFUSD properties. Projects include Balboa High School Regional Run-off Reduction Project, A.P Giannini Middle School Green Infrastructure, and others to be identified. The scope of work will include professional engineering services to support project design and construction, including civil, geotechnical, structural, hydrologic/hydraulic modeling, engineering analysis, and landscape architectural services. These engineering services will require expertise on the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system, as well as experience securing regulatory approvals for California public schools.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary to successfully deliver San Francisco's first creek daylighting project, and meet the budget and schedule outlined in the CIP. Creek channel design is a unique endeavor that requires an integrated team of engineers with extensive professional experience in creek channel design. The project cannot be delivered without the consultant expertise. In addition, projects constructed on SFUSD properties require California Division of the State Architect (DSA) experience to obtain project approval from the State of California. The DSA oversees design and construction for K-12 public schools and community colleges in California. The SFPUC's project partner SFUSD requires their consulting engineers to have demonstrated experience obtaining DSA design and construction approvals in order to meet the project schedules and deliverables. The consequence of denial will impact the project being constructed on a slower schedule and the delivery of the Green Infrastructure projects as proposed in the SFPUC's Wastewater Enterprise Capital Improvement Program (CIP) will be delayed.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Green infrastructure design for projects in the public right of way have been performed by using Public Works, PUC and consultant engineers. PSC 44148 - 18/19 Yosemite Creek Daylighting Project (PRO.0123) expired on November 20, 2018 and is being renewed with this PSC, with the addition of Green Infrastructure Projects to be performed for the SFUSD. The SFPUC has an existing as-needed consultant contract for green infrastructure engineering PSC No. CS-1000, which has a maximum task order value of \$400,000, and was approved with PSC 47931 - 14/15. This contract will expire in July 2020, and cannot be extended. The Upper Yosemite Creek Daylighting Project, Balboa High school Runoff Reduction Project and AP Giannini MS Green Infrastructure are large projects that will require consultant engineering services in excess of the maximum task order allowed by an as-needed contract, which is why a project specific RFP is required. The scope of services for these projects require consultant services with expertise in green infrastructure projects and experience working with DSA.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

Nine Green Infrastructure projects will be designed and constructed. Seven and a half years of intermittent and short term consultant services will be needed to complete the green infrastructure projects identified in the Wastewater Enterprise CIP.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

As stated in Section 1B, this project requires special expertise in Green Infrastructure engineering design, SFUSD/DSA coordination and approval. City resources will lead the project, including project management, project engineering, technical design oversight, and construction management. City staff will and oversee the consultant design team to ensure compliance with SFPUC-Infrastructure standards and procedures.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant will need to have engineering expertise including civil, geomorphology, hydraulics, geotechnical, slope stabilization and structural engineering for the design and construction of the creek channel and auxiliary facilities. In addition, the consultant will need to have expertise in the design of innovative passive high-efficiency irrigation systems and stormwater storage systems. The consultant will provide an integrated team for all engineering and landscape design of the stream bed and channel. Work outside the stream bed and channel will be performed by City engineering resources. The consultant will need knowledge of DSA-specific design standards and proven success expeditiously securing DSA approvals. Prior experience in the design of green infrastructure within public school yards is required by SFUSD.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5274, Landscape Architect;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

PUC approached both PUC Engineering Management Bureau (EMB) and Public Works Infrastructure Design and Construction regarding providing these specialized design services for the project. PUC does not have the specialized engineering resources for the project but will provide Project Engineering and ancillary design services. For the Yosemite Creek Daylighting Project, Public Works agreed to provide engineering services for the elements within the existing roadway, including hydraulics and connections back to the Combined Sewer System (CSS), street and curb ramp design, and environmental specifications. Public Works (PW) will also provide landscape architectural services for the areas outside the creek channel. PW also declined to provide the specialized creek channel design and does not have the expertise to design the passive high-efficiency irrigation and alternative storage system. For the other Green Infrastructure projects, the project manager and project engineer will be PUC employees. Work will be included for the PUC/PW where applicable but the specialized services is needed through out the contract. The need for this support will be a short duration and short term hiring of individuals for these specialized areas is not feasible.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Yosemite Creek Daylighting Project is the first creek daylighting project in San Francisco. Creek channel design requires expertise from an interdisciplinary team of civil, environmental, geotechnical, geomorphological, and hydraulic engineers with 10-years of professional experience in urban creek daylighting. There are no passive high-

efficiency irrigation systems in San Francisco. As the PUC introduces a new irrigation technology that re-uses stormwater, prior experience in the design and operation of passive high efficiency irrigation systems is required. SFUSD requires a design consultant with 10-years of experience designing projects to meet DSA standards and securing DSA approvals. Civil service staff in San Francisco are not engaged in the design of SFUSD schools, and therefore do not have DSA experience. PUC civil service project manager and project engineer will collaborate to manage consultants and integrate civil service staff where applicable.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Engineers are needed to perform Green Infrastructure engineering design for projects, but this level of resources is not a long-term need that warrants hiring personnel. In addition, specialized engineering is also required which is not normally needed for projects and hiring individuals for these specialized areas is not feasible.

6. **Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Training will include training for our engineering staff. Training may include workshops on new irrigation technology, creek design, and asset management.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 04/13/2020, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45315 - 19/20

DHR Analysis/Recommendation:

action date: 06/15/2020

Commission Approval Required

Approved by Civil Service Commission with conditions

06/15/2020 DHR Approved for 06/15/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Yosemite Creek Daylighting Project (PRO.0123)

Funding Source: Sewer System Improvement Program

PSC Duration: 5 years

PSC Amount: \$2,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The consulting team will provide the professional engineering services for the Yosemite Creek Daylighting Project, a Phase 1 Sewer System Improvement Program (SSIP) Green Infrastructure Early Implementation Project. The Yosemite Creek Daylighting Project consists of daylighting approximately 1,700 feet of Yosemite Creek between Bacon/Oxford streets and Wayland/University Streets to convey stormwater adjacent to, or within, the right of way and through McLaren Park. The scope of work will include professional engineering services to support project design and construction, including civil, geotechnical, structural, hydrologic,/hydraulic modeling, engineering analysis, and landscape architectural services. The consultant will also provide geomorphology services related to creek channel design. In addition, the consultant will provide expertise on the design and construction of specialized green infrastructure technologies such as sub-surface capillary rise irrigation systems and alternative storage system.

B. Explain why this service is necessary and the consequence of denial:

These services are necessary in order to successfully deliver San Francisco's first creek daylighting project, and meet the accepted budget and schedule associated with the re-baselining of SSIP. Creek channel design is a highly specialized endeavor that requires the expertise of engineers with extensive professional experience performing similar projects. In addition, the project includes a subsurface stormwater holding reservoir and associated subsurface capillary rise irrigation system for the Louis Sutter Soccer Field in McLaren Park. Both of these innovative green infrastructure technologies are essential to reaching the project's stormwater management performance metrics. The project cannot be delivered without the consultant expertise.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The PUC has an existing consultant contract for as-needed green infrastructure engineering PSC No. 47931-14/15(CS-1000). The scope of work for the Upper Yosemite Creek Daylighting Project will exceed the maximum threshold amount per task order of \$400K, which is why we are issuing a project specific RFP.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The proposed contract duration is 5-years. The project schedule from design, bid and award, and construction is at minimum 3.5 years. A five year contract allows for unforeseen schedule delays, and allows the consultant to perform required post-construction stormwater monitoring.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

The Yosemite Creek Daylighting Project is a unique capital project. At the current time, it is the only creek daylighting project planned as part of SSIP Phase 2. Specific, one time expertise is necessary to deliver the project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant will provide engineering services including civil, geomorphology, hydraulics, geotechnical, slope stabilization and structural engineering for the design and construction of the creek channel auxiliary facilities. In addition the consultant will need to have expertise in the design of passive high-efficiency irrigation and alternative storage systems. The consultant will provide an integrated team for all engineering and landscape design of the stream bed and channel. Work outside the stream bed and channel will be performed by City engineering resources.

B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5272, Landscape Architect Assoc 2; 5274, Landscape Architect;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

PUC approached both PUC Engineering Management Bureau (EMB) and Public Works Infrastructure Design and Construction regarding providing these specialized design services for the project. PUC does not have the specialized engineering resources for the project though EMB will provide a project engineer to oversee and coordinate city staff engineers and consulting engineers. Public Works agreed to provide engineering services for project elements within the existing roadway, including hydraulics and connections back to the Combined Sewer System (CSS), street and curb ramp design, and environmental specifications. Public Works will also provide landscape architectural services for the areas outside the creek channel. PW also declined to provide the specialized creek channel design and does not have the expertise to design the passive high-efficiency irrigation and alternative storage system.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Creek channel, passive high-efficiency irrigation and alternative storage system design requires specialized services from an interdisciplinary team of civil, environmental, geotechnical, geomorphological, and hydraulic engineers. Civil service staff do not have this expertise as it relates to the design.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are not likely to be used in the future.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training will not be provided. The skills necessary are very specialized and require knowledge in urban creek daylighting.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 09/14/2018, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44148 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

11/19/2018 DHR Approved for 11/19/2018

action date: 11/19/2018

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Access to Online and Printed Psychological Testing Tools and Services

Funding Source: General Funds

PSC Duration: 4 years 30 weeks

PSC Amount: \$1,200,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The Department of Public Health-Behavioral Health Services Psychological Assessment Services (PAS) program is a civil service team of psychologists under the BHS Children, Youth & Families System of Care that provide mandated psychological assessments to child welfare (Human Services Agency) and juvenile probation referrals, as well as specialty mental health referrals. The referred individuals are either court-ordered to complete an assessment (adults and some adolescents; some covered by Medi-Cal) or are referred for an assessment by their treatment/support team (children, some adolescents and non-minor dependents; most covered by Medi-Cal). The PAS team requires very specific testing materials and tools that can only be purchased through certain vendors, i.e. the assessment tools are proprietary by vendor, and in most cases the vendor is the sole source offering the particular assessment tool. Sometimes, depending on the referral source/purpose, there may be required or prohibited assessment tools.

While the PAS team currently primarily utilizes paper assessment forms, and hand scores the results or uploads the results to scoring software siting on PAS staff computers, current technology now allows for the following:

1. On-line assessment to be delivered either in person, or through a Tele-Health appointment between the testing psychologist and the client. The PAS psychologist administers the items (or shares the screen for the client to respond to the items), and then enters the information into the on-line platform

2. On-Line Assessment Reporting/Scoring: If the vendor provides an on-line platform for scoring its assessments, it will use its own proprietary software to create a score from the responses submitted. This score(s) is made available in a downloadable format (e.g., PDF) for the PAS psychologist.

The purpose of this request is to allow the Department to enter into contracts with multiple vendors, based on the necessary proprietary assessment tool developed by each vendor, and to have access to the proprietary on-line assessment platform for delivering the assessment, and the on-line assessment reporting and scoring offered by these vendors, for each assessment delivered by the PAS civil service psychologists.

B. Explain why this service is necessary and the consequence of denial:

Why does PAS need an online platform to administer assessments? Across the field of psychological evaluation, online administration systems are the only reason clients have been adequately served during the pandemic, but the benefits go far beyond it. The clients PAS serves frequently face substantial challenges participating in psychological assessment services because it requires hours of their time which is compounded by additional travel and childcare time/costs. Note: PAS clients, regardless of placement location, will still receive an assessment by the San Francisco team. Many clients live out of county, e.g. youth foster care placements, including Fairfield, Stockton, Tracey and even in Ohio. There are also clients who may be a safety threat, placed in detention, or living out of county, limiting the options for in-person administration of the assessment questions. Online administration has proven to help mitigate these issues and is a

positive engagement factor for most clients. Online administration systems also allow administration to more than one client at a time (hard copy and software materials are limited to one client at a time). That is, online administration systems allow for concurrent services (i.e., multiple PAS psychologists could be using the same assessment materials to serve multiple clients during the same appointment slot). Otherwise, clients needing the same testing materials can only be served consecutively, which limits the capacity of PAS to serve clients. Finally, as noted previously, some assessment materials are brief surveys typically used with "collaterals" (e.g., a parent or a guardian). When those surveys are administered as hard copy surveys, as opposed to emailed surveys (described above), they are typically mailed to the respondent for completion. Respondents often fail to return hard copy survey materials resulting in not only the loss of data but a loss of expensive inventory. Why does PAS need online platform/software-based scoring systems? Significant and serious error rates occur when utilizing hand-scoring methods particularly with more complex psychological testing methods. These errors are not benign as they can signal whether someone is experiencing severe psychopathology, is at risk for physically abusing a child, or whether they qualify for accommodations or supportive benefits. The time cost of hand scoring materials is also very substantial while online/software-based systems are instantaneous. Utilizing online or software-based scoring systems is standard industry practice and the most accurate and time efficient way to serve clients.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

In the past, the Department's PAS Team has primarily purchased paper versions of the assessment tools that they currently utilize, and used software (as available) on their personal computer to tabulate scores, or hand-scored assessment results. These services were procured via the Purchase Order process administered by the Office of Contract Administration, as the paper-based tests and software were treated as a commodity rather than a service provided on-line.

D. Will the contract(s) be renewed?

Yes, if there is a continued need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

Why does PAS need to use these vendors? Testing materials are typically purchased through one of four major vendors (PAR, Pearson, MHS, WPS) though some smaller companies also have specific testing products that PAS would also like to utilize. There is occasionally product overlap (e.g., the Thematic Apperception Test is available from multiple vendors); however, for the majority of products either the materials and/or the software/administration platform is proprietary to a specific vendor. These companies lead the industry in supporting the extensive research and field testing required to establish reliability and validity of their copyrighted products. Tests such as those for autism, intelligence, or psychopathology are not interchangeable. As in other healthcare sectors (e.g., medical equipment, medical testing, pharmaceuticals), researching and developing products for clinical use is an intensive commitment and alternatives are not likely to have the same scientific support, meet best practices in the field, and may even be disallowed by some systems (e.g., schools, courts). PAS has carefully identified the assessment tools that it needs from the vendors that supply the specific assessment tools. For the vast majority of psychological assessment products, the materials, software, and/or online administration/scoring platform is owned by a specific vendor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The PAS civil service psychologist team requires the usage of proprietary assessment tools to properly assess the needs of the presenting client/patient. For example, a Trauma Symptom Checklist for Young Children, a BASC-3 Parenting Relationship Questionnaire, or a Neuro-psychological Status assessment. Please see 2B above for a description of the requirements to develop tests. The capacity requested by DPH through this PSC is access to on-line administration of the assessment tools that are necessary for the PAS Team to properly analyze the needs of their using the vendor's on-line platform, and then to access the vendor's

proprietary on-line assessment scoring to receive an assessment score.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contract will provide access to a secure HIPAA complaint online platform to distribute, administer, score and report results of various psychological testing products

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The assessment tools are proprietary and are created by highly trained specialists as the result of years of research and testing (See Above) It would impractical for the City to create its own tests, and have those tested clinically verified for medical efficacy.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the city does not have a class to specifically develop psychological tests. In addition, the subject matter is highly specialized, and the tests cover a variety of conditions which would make it impractical for the City to have employees specialized in the creation of tests which cover a wide variety of conditions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The tests cover a variety of conditions which would make it impractical for the City to have employees specialized in the creation of tests which cover a wide variety of conditions.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No. The civil service clinicians that administer and use the tests are already trained in the use of the tests to assist in the diagnosis of patients. No additional training is required.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/24/2021, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard St. San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47383 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Monday, May 24, 2021 2:14 PM
To: Hale, Jacquie (DPH); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47383 - 20/21

RECEIPT for Union Notification for PSC 47383 - 20/21 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47383 - 20/21 for \$1,200,000 for Initial Request services for the period 06/01/2021 – 12/31/2025. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16459> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

Type of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Procurement of Proprietary Parking Meters and Proprietary Operational Software

Funding Source: Local Funds

PSC Duration: 10 years 1 day

PSC Amount: \$70,557,894

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

- Procurement of 2,365 solar-powered multi-space pay stations hardware (2,200 for San Francisco Municipal Transportation Agency (SFMTA) and 165 for San Francisco Port) with the fifth-generation (5G) -ready modem technology, and the option to use rechargeable batteries that are expected to last three years between warehouse recharging.
- Procurement of 12,100 solar-powered single-space meters hardware with 5G-ready modem technology and a rechargeable battery that is expected to last three years between warehouse recharging.
- Five-year warranty for meter hardware, with the option to extend the warranty for five additional years.
- Access to the meter management system, payment processing, maintenance notifications, communication of meter data to SFMTA databases, integration with pay-by-phone technology, and general product support.
- Procurement of spare parts (e.g. vandalism, batteries, and parts replaced due to wear and tear).
- All installation and ongoing maintenance of meter equipment is provided by the SFMTA's Meter Shop, which included classification numbers

B. Explain why this service is necessary and the consequence of denial:

The proposed agreement will be used to replace existing single-space and multi-space parking meters because the existing equipment is nearing the end of its useful life of ten years and uses an older version of modem technology third generation(3G) for telecommunications. The SFMTA was advised by the telecommunications provider that supports for 3G networks will end in December of 2022. In addition, the existing meter hardware has experienced significant wear and tear on displays and keypad buttons, loss of battery efficiency, and programming flexibility challenges. The metering equipment is also out of warranty, so costs for new parts will increase if not replaced.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Prior procurement for proprietary equipment and software was acquired through a request for proposal process in 2012 and 2013. Installation began in 2014. Because the equipment and software were proprietary, and all equipment installation would be carried out by City personnel, the agency received verbal guidance from the Civil Service Commission (CSC) that review was not needed. We inquired again for this procurement and received a written response from CSC via the Office of Contract Administration (see attached) that gave additional, pending clarification as to under what circumstances this type of agreement would require CSC review and, after consultation with the City Attorney's Office, concluded that CSC review is necessary prior to contract award, because the contractor, in providing SaaS services, may also provide "integration, customization, or other services formulated exclusively for the City" although the City will not retain intellectual property rights to these developments.

D. Will the contract(s) be renewed?

The contract allows for a five-year base term with the option to extend for five additional years, which is the estimated operational life of the metering equipment.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The contract is for a five-year base term with the option to extend for five additional years. Installation of single space and multi-space meters is for all areas under the oversight of the SFMTA and the Port of San Francisco and will take approximately three years to install. The remaining term will allow the meters to be operational for the expected 10-year life of the meters.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

- The Contractor will monitor SFMTA policy, inventory, and special events Automated Programming Interfaces and other integration points (i.e. visual indication integration with pay-by-phone, enforcement integration, and license plate recognition hardware vendor) for availability and uptime, at no cost to SFMTA. Such monitoring will be done on an ongoing basis in auto mode without involvement from SFMTA.
- The Contractor will be implementing a monitoring and alerting system to monitor all data transmissions to and from SFMTA and its data portal, at no cost to SFMTA.
- The Contractor will, at SFMTA's request, send inventory, policy, and SE policy changes exceptions alerts (e.g. which spaces were scheduled for special events policy but did not apply it) directly to SFMTA staff via email or other agreed-upon communication methods, at no cost to SFMTA.
- SFMTA may request the development of a new integration point or changes to an existing application programming interface.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: •Technical IT services above basic software function, including integration, customization services, and possible software development, based on SFMTA needs to operate meters purchased, e.g. demand-responsive parking rate changes. Because these modifications require access to proprietary software, they will be provided by the Contractor. The City does NOT retain intellectual property rights for any modifications made. •Installation and maintenance of parking meters will be done by the following classifications: Principal Administrative Analyst (#1824), Sign Installer Supervisor (#5303), Project Manager II (#5504), Parking Meter Repairer Supervisor I (#7243), Maintenance Machinist (#7332), Painter (#7346), Parking Meter Repairer (#7444), Sign Worker (#7457)
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 5303, Sprv, Traffic & Street Signs; 5504, Project Manager 2; 7243, Parking Meter Repairer Sprv 1; 7332, Maintenance Machinist; 7346, Painter; 7444, Parking Meter Repairer; 7457, Sign Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will sublet facility space for parking meter intake and storage pending installation and will assist SFMTA staff in receiving equipment, however, intake itself will be managing the intake and installation process. Proposed Meter Intake Facility: 2200 Jerrold Ave, Unit M San Francisco, CA94124 Contact person: Hugo Hernandez Hhernandez@lazparking.com Highest-Ranked Proposer (for contract award): MacKay Meters, Inc. 1342 Abercrombie Rd. New Glasgow, Nova Scotia, Canada B2H5E3 Contact: James MacKay, Vice President Sales James.MacKay@mackaymeters.com

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Meter Management System services and meter operating software are specialized services that can only be performed by the contractor, there are no available resources within the City to obtain these services. All parking meter installation and ongoing maintenance will be handled by SFMTA employees (Class# 1824, 5303, 5504, 7243, 7332, 7346, 7444, 7457)

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Because the technology and software are proprietary to the contractor, there are no civil services classes applicable. All parking meter installation and ongoing maintenance will be handled by SFMTA employees (Class# 1824, 5303, 5504, 7243, 7332, 7346, 7444, 7457)

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class for

proprietary software access, because the job function would be limited to the specific software and would only be needed until the next procurement, during which new proprietary software would be purchased. No new classes are needed for meter installation or maintenance, as those duties are being provided by classes 1824, 5303, 5504, 7243, 7332, 7346, 7444, 7457

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. • Prior to meter deployment, Contractor will provide up to 120 hours of training covering maintenance, finance, accounting, audit, enforcement, and Meter Management System (MMS) usage, as scheduled by SFMTA. In addition, at SFMTA's sole discretion, the Contractor will provide one additional week (40 hours) of training, as scheduled by SFMTA at the later time. • Contractor will provide follow-up training throughout the period of installation (up to 80 hours). • Contractor will train and certify SFMTA parking meter repair (PMR) staff as "Level II Support Technician" to support the meter warranty (at least five full-time employees will be certified). • Contractor will provide ongoing training classes for SFMTA staff on an annual basis for the duration of the Agreement. The training duration of each class will be no less than 32 hours. Training topics shall be discussed and agreed to by the SFMTA at least two weeks prior to every class.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/27/2021, the Department notified the following employee organizations of this PSC/RFP request:

Automotive Machinists, Local 1414; Painters, Local 4; Prof & Tech Eng, Local 21; SEIU Local 1021; Teamsters, Local 856 Health Workers; Teamsters, Local 856 Supv Nurses

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49742 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, May 27, 2021 8:29 PM
To: Nuque, Amy; mleach@ibt856.org; Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; cityworker@sfcwu.org; Mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49742 - 20/21

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 49742 - 20/21 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49742 - 20/21 for \$70,557,894 for Initial Request services for the period 08/01/2021 – 07/31/2031. Notification of

30

days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/16515> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Nuque, Amy

From: Mark Leach <mleach@ibt856.org>
Sent: Tuesday, June 1, 2021 5:10 PM
To: Nuque, Amy
Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 49742 - 20/21

EXT

Amy,

Everything looks good on this PCS and it appears to be good news for the meter world.

I don't understand why we were listed as;

Teamsters, Local 856 Health Workers
Teamsters, Local 856 Supv Nurses

It's not a big deal but it could cause problems down the road, we do rep the "Supervising Nurses" but that is a separate contract and is for three DPH classifications. The correct contract for our 7444 Meter Repairer is called the "Multi-Unit", and/or sometimes "Unit 46" which includes eight classifications from four different departments, including MTA and DPH which adds to the confusion.

Thank you for the notification, it looks like the meter shop has years of work ahead of it.

Mark Leach

Representative

TEAMSTERS 856
453 San Mateo Ave. | San Bruno | CA | 94066
650.296.7887 | www.TEAMSTERS856.org

On May 27, 2021, at 8:29 PM, amy.nuque@sfmta.com wrote:

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 49742 - 20/21 more than \$100k

Nuque, Amy

From: Timothy Mathews <tmathews@ifpte21.org>
Sent: Wednesday, June 30, 2021 10:36 AM
To: Nuque, Amy
Cc: Sukhenko, Alexiy
Subject: RE: SEIU Waved 60-day Wait Period

EXT

Yes- the Union is okay.

Appreciate Alexiy's quick response to our question.

Thank you.

-Timothy

Timothy Mathews
Pronouns: He/him/his
Research Specialist

IFPTE Local 21
1167 Mission Street, 2nd Floor
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

From: Nuque, Amy <Amy.Nuque@sfmta.com>
Sent: Tuesday, June 29, 2021 6:29 PM
To: Timothy Mathews <tmathews@ifpte21.org>
Cc: Sukhenko, Alexiy <Alexiy.Sukhenko@sfmta.com>
Subject: FW: SEIU Waved 60-day Wait Period

Hi Timothy: Please confirm that this PSC is clear to proceed.

Thank you,
Amy Nuque

From: Sukhenko, Alexiy <Alexiy.Sukhenko@sfmta.com>
Sent: Tuesday, June 29, 2021 6:26 PM
To: Nuque, Amy <Amy.Nuque@sfmta.com>; Fuqua, Lorraine <Lorraine.Fuqua@sfmta.com>
Cc: Lee, Steven <Steven.Lee@sfmta.com>; Graff, Ted <Ted.Graff@sfmta.com>; VEIT, JULIE (CAT) <Julie.Veit@sfcityatty.org>; Patel, Ashish <Ashish.Patel@sfmta.com>
Subject: RE: SEIU Waved 60-day Wait Period

Hi Amy, I have successfully resolved it at that time with Timothy Mathews at that time. Please see attached.

Nuque, Amy

From: Nuque, Amy
Sent: Tuesday, June 29, 2021 6:15 PM
To: Fuqua, Lorraine
Cc: Sukhenko, Alexiy; Lee, Steven; Graff, Ted; VEIT, JULIE (CAT); Patel, Ashish
Subject: RE: SEIU Waved 60-day Wait Period
Attachments: 06-01-21 from Local 21.pdf

Hi Lorraine: Please clear issue with Local 21.

Thank you,
Amy Nuque

From: Fuqua, Lorraine <Lorraine.Fuqua@sfmta.com>
Sent: Tuesday, June 29, 2021 1:59 PM
To: Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Sukhenko, Alexiy <Alexiy.Sukhenko@sfmta.com>; Lee, Steven <Steven.Lee@sfmta.com>; Graff, Ted <Ted.Graff@sfmta.com>; VEIT, JULIE (CAT) <Julie.Veit@sfcityatty.org>; Patel, Ashish <Ashish.Patel@sfmta.com>
Subject: SEIU Waved 60-day Wait Period

Hi Amy: We got the waiver! Please review the schedule and update with this in mind. Please continue to work with Alexiy, as I'm on vacation beginning July 1.

Take care and have a great and safe 4th of July Weekend!

From: Fuqua, Lorraine
Sent: Tuesday, June 29, 2021 1:56 PM
To: XiuMin Li <XiuMin.Li@seiu1021.org>; Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>
Subject: RE: 60-Day Waiting Period Waiver Request

Thanks much, all! Have a safe and happy 4th of July Weekend!

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Tuesday, June 29, 2021 1:32 PM
To: Fuqua, Lorraine <Lorraine.Fuqua@sfmta.com>; Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>
Subject: Re: 60-Day Waiting Period Waiver Request

EXT

Hello Lorraine,
SEIU is okay with waiving 60-day notice for this PSC for this current request. Thank you for clarifying and confirming that our members will continue to perform ongoing maintenance and operational works.

Cheers,

XiuMin Li
Field Supervisor

Find out what the Union is doing to protect members' rights during COVID19 and ensure public safety!
Info in English, Spanish and Chinese!

<https://www.seiu1021.org/post/seiu-1021-covid-19-response-updates>

Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

From: Fuqua, Lorraine <Lorraine.Fuqua@sfmta.com>

Sent: Thursday, June 24, 2021 5:09 PM

To: XiuMin Li <XiuMin.Li@seiu1021.org>; Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>

Subject: FW: 60-Day Waiting Period Waiver Request

Hi All: Checking in to see if you have had time to review my request below. Please let me know if possible prior to June 30th. Much appreciated.

From: Fuqua, Lorraine

Sent: Sunday, June 13, 2021 5:43 PM

To: XiuMin.Li@seiu1031.org

Cc: Hector.Cardenas@seiu1021.org; Jason.Klumb@seiu1021.org; TheresaRutherford@seiu1021.org; Sukhenko, Alexiy <Alexiy.Sukhenko@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Subject: 60-Day Waiting Period Waiver Request

Hello XiuMin:

Amy Nuque provided your contact information so that we could request a waiver of the 60-Day waiting period for CSC request # 49742 20/21, which I believe was sent to you on or around June 1st. The SEIU Local 1021 position listed for notification in the request (7243 – Meter Repair Supervisor) will be doing the work required for the agreement, not the proposed contractor. If you would like to confirm or have any questions, please contact the project lead, Alexiy Sukhenko, at 415.740.0152.

We were hoping to get the request on the next available CSC meeting, but to do this we need confirmation that you are okay to waive the waiting period. Please let us know as soon as possible if this can be done.

Much appreciated.

Lorraine R. Fuqua

Manager IV/Contract Administrator



Office 415.646-4524

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 49582 - 19/20)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Boat repair and maintenance services

Funding Source: General fund

PSC Original Approved Amount: \$1,125,000 PSC Original Approved Duration: 04/01/20 - 03/31/25 (5 years)

PSC Mod#1 Amount: \$875,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$2,000,000 PSC Cumulative Duration Proposed: 5 years

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to maintain operations of the SFFD and San Francisco Police Department (SFPD) Marine Units which are responsible for maritime tasks for 64 square miles of San Francisco waterways, as well as the Port of San Francisco which include the ferry and cruise ship terminals. Denial may result in nonoperational boats, and delayed costly emergency repairs and will impact performance and response time for the SFFD and San Francisco Police Marine Units.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This has not been provided through an as-needed repair contract in the past but there have been similar requests for other Departments

D. Will the contract(s) be renewed?

If necessary.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

N/A

2. Reason(s) for the Request

A. Display all that apply

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Work is as needed and requires having a shipyard and repair equipment necessary to perform the services.

B. Reason for the request for modification:

The Department is requesting to increase the amount of this PSC approval. This approval would allow for multiple contract capacity, to ensure the Fire Department has options should there be an issue with the availability of one supplier given the specialized work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g. certification from equipment manufacturer and/or marine association) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shipyard and repair equipment.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

This work requires having a shipyard and repair equipment and is as-needed. Therefore, civil service classifications would not be applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Work is as needed.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No training will be provided.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 05/17/21, the Department notified the following employee organizations of this PSC/RFP request:

Firefighters - B/U 2; Architect & Engineers, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: One Carlton B. Goodlett Place Room 362, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49582 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of elaine.walters@sfgov.org
To: [Walters, Elaine \(FIR\); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Corso, Mark; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Walters, Elaine (FIR); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Corso, Mark; DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 49582 - 19/20 - MODIFICATIONS
Date: Wednesday, April 21, 2021 12:11:37 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$875,000 for services for the period March 30, 2021 – March 31, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/16276>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.com

From: [Walters, Elaine \(FIR\)](#)
To: shon@sffdlocal798.org
Cc: [Corso, Mark](#); [Lubamersky, Joan \(ADM\)](#)
Subject: Notification of Personal Services Contract Boat Repair PSC 49582 19/20 Modification
Date: Monday, May 17, 2021 2:10:00 PM
Attachments: [PSC 49582 proposed modification.pdf](#)

To Shon Buford
President Firefighters Local 798

This memorandum is being sent as notice that the City and County of San Francisco Office of Contract Administration proposes a modification for a contract for services to dry dock and repair boats for the San Francisco Fire and Police Department. We are notifying you because Classification H110 Marine Engineer of Fire Boats, which you represent, might provide some of these services.

A copy of our PSC request is attached.

Employee organizations are usually notified of PSCs by the Department of Human Resources on line PSC portal. However Firefighters 798 is not registered for these notifications.

Therefore we are contacting you via email. Employee organizations generally have thirty (30) days during which they can raise questions about a proposed PSC.

Please let me know if you have any questions. Attachment: PSC Summary Form 1 and Notice

Elaine Walters
CFO
San Francisco Fire Department
(415) 558-3418

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Fireboat refurbishmentFunding Source: Federal Emergency Management Agency (FEMA)PSC Duration: 52 weeksPSC Amount: \$70,000**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

The San Francisco Fire Department is requesting a comprehensive refurbishment of the only rescue boat as it is approximately 15 years old. The boat has been in and out of the water for minor repairs. However, due to increase marine rescue needs (i.e.: swimmers in trouble in the water), major maintenance is required to replace the engine, new propulsion system, navigation package, radar, VHF radio, Refurbishment includes updating computerized technology.

B. Explain why this service is necessary and the consequence of denial:

The rescue boat also provide security to the Port of San Francisco in addition to rescue operations. Currently, there is only one rescue boat for the City and County of San Francisco; however, there are plans to procure one additional rescue boat at some point in the future depending on funding.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

It has not been provided in the past.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request**

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

Fireboat refurbishment is very seldom performed. Specialized equipment, tools and diverse skills required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Vendor must be trained in boat operations and maintenance for foam stabilized watercrafts under Safe Boat International's U.S. Patent numbers 5,282,436, 5,647,297 and 5,870,965. Training and maintenance includes full buoyancy flotation collars which enable the boat to remain afloat with no additional flotation in the event of a catastrophic hull breach.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 7381, Automotive Mechanic;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes.
Specialized tools and equipment.**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

These services are not available within the City.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Civil service classes do not have the tools and training to perform these services. While it is hypothetically possible that Classification 7381 Machinist could perform small parts of the work on the machinery of the boat, and Classification 1042 could do small parts of the computer tasks involved, no City classifications have the specialized skills required to perform the services needed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This work is seldom performed.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. No training will be provided.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 02/04/2021, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Automotive Machinists, Local 1414

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32856 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/22/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Boat repair and maintenance servicesFunding Source: General fundPSC Amount: \$1,125,000PSC Est. Start Date: 04/01/2020PSC Est. End Date 03/31/2025**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to maintain operations of the SFFD and San Francisco Police Department (SFPD) Marine Units which are responsible for maritime tasks for 64 square miles of San Francisco waterways, as well as the Port of San Francisco which include the ferry and cruise ship terminals. Denial may result in nonoperational boats, and delayed costly emergency repairs and will impact performance and response time for the SFFD and San Francisco Police Marine Units.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

There has not been a City Wide As-Needed Boat Repairs and Maintenance contract. However, the Civil Service Commission recently approved PSC # 42463-19/20 which is replacement of engines and repairs and maintenance for the SFPD.

D. Will the contract(s) be renewed?

If necessary.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request**

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

Work is as needed and requires having a shipyard and repair equipment necessary to perform the services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g. certification from equipment manufacturer and/or marine association) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shipyard and repair equipment.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Work is as-needed.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

This work requires having a shipyard and repair equipment and is as-needed. Therefore, civil service classifications would not be applicable.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Work is as needed.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. No training will be provided.

- C. Are there legal mandates requiring the use of contractual services?

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 02/10/2020, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Firefighters - B/U 2

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place Room 362 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49582 - 19/20

DHR Analysis/Recommendation:

action date: 05/18/2020

Commission Approval Required

Approved by Civil Service Commission

05/18/2020 DHR Approved for 05/18/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT

Dept. Code: FIR

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 43317 - 17/18)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Mobile Hearing and Tuberculosis Testing

Funding Source: General Fund Annual Budget

PSC Original Approved Amount: \$98,000

PSC Original Approved Duration: 01/01/20 - 12/31/22 (3 years)

PSC Mod#1 Amount: \$902,000

PSC Mod#1 Duration: 06/01/21-12/31/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$1,000,000

PSC Cumulative Duration Proposed: 5 years 1 day

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Provide mobile hearing screening tests for all firefighters to determine if they meet NFPA (National Fire Protection Association) Standard 1582 Section 6.5.1. to be able to perform effectively as firefighters and mobile Tuberculosis (TB) screening (using Quantiferon gold TB blood test or equivalent) to ensure members have not been exposed to TB.

B. Explain why this service is necessary and the consequence of denial:

Yearly hearing tests are mandated By NFPA (National Fire Protection Agency) to ensure firefighters are capable of safely performing their job duties and to reduce the risks of on the job injuries owing to hearing deficiencies. Tuberculosis tests are necessary to ensure EMTs, paramedics and firefighters have not been exposed to tuberculosis in their interactions with the public. It is vital that members don't unknowingly spread the infection because of a lack of TB testing.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The mobile services have not been provided. Previously, personnel were required to go into a designated clinic, but this proved to be challenging for those employees who live a distance away from SF.

D. Will the contract(s) be renewed?

It is likely that the contract will be renewed if the mobile service provided is acceptable.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

2. Reason(s) for the Request

A. Display all that apply

- ☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Explain the qualifying circumstances:

The service was performed via approved PSC 4118 08/09 by California Pacific Medical Center – Davies Campus, but the contract expired on December 31, 2017. The past service did not allow for mobile or on-site screening of members so the compliance rate for testing was low and the department is currently out of compliance. This is intended to cover very short term service needs until a multi-year contract can be bid out via RFP.

B. Reason for the request for modification:

This request is being updated to include new pricing for the types of services required.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: At least 3 years Expertise in providing hearing screening and TB testing, and ability to provide testing at SFFD designated sites. Physician or Audiologist Board licensed in the State of California.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2328, Nurse Practitioner; 2540, Audiologist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: While the hearing tests are requested to be at pre-selected SFFD sites defined as mobile locations, the contractor must conduct audiometric tests in a room meeting specific background levels and with calibrated audiometers that meet American National Standard Institute (ANSI) specifications of SC-1969s.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
City of SF Department of Public Health employees will not provide mobile audiology and Tuberculosis testing services at SFFD locations.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these occupational health testing services for firefighters are needed only on an intermittent basis so it wouldn't make sense to hire someone full-time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training not needed
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/26/21, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 2nd St, San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43317 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 07/19/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of elaine.walters@sfgov.org
To: [Walters, Elaine \(FIR\)](mailto:Walters, Elaine (FIR)); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; Ricardo.lopez@sfgov.org; Sandeep.lal@seiu1021.me; pscreview@seiu1021.org; ablood@cirseiu.org; david.canham@seiu1021.org; jtanner940@aol.com; [Laxamana, Junko \(BOS\)](mailto:Laxamana, Junko (BOS)); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; tjenkins@uapd.com; jduritz@uapd.com; Stephanie.Chenard@sfgov.org; [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 43317 - 17/18 - MODIFICATIONS
Date: Wednesday, May 26, 2021 3:53:11 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The FIRE DEPARTMENT -- FIR has submitted a modification request for a Personal Services Contract (PSC) for \$902,000 for services for the period June 1, 2021 – December 31, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/14087>

Email sent to the following addresses: jduritz@uapd.com tjenkins@uapd.com L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org ablood@cirseiu.org pscreview@seiu1021.org Sandeep.lal@seiu1021.me Ricardo.lopez@sfgov.org kcartermartinez@cirseiu.org sbabaria@cirseiu.org abush@cirseiu.org emathurin@cirseiu.org jennifer.esteen@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIRDept. Code: FIRType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Mobile Hearing and Tuberculosis TestingFunding Source: General Fund Annual BudgetPSC Amount: \$98,000PSC Est. Start Date: 01/01/2020PSC Est. End Date: 12/31/2022**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

Provide mobile hearing screening tests for all firefighters to determine if they meet NFPA (National Fire Protection Association) Standard 1582 Section 6.5.1. to be able to perform effectively as firefighters and mobile Tuberculosis (TB) screening (using Quantiferon gold TB blood test or equivalent) to ensure members have not been exposed to TB.

B. Explain why this service is necessary and the consequence of denial:

Yearly hearing tests are mandated By NFPA (National Fire Protection Agency) to ensure firefighters are capable of safely performing their job duties and to reduce the risks of on the job injuries owing to hearing deficiencies. Tuberculosis tests are necessary to ensure EMTs, paramedics and firefighters have not been exposed to tuberculosis in their interactions with the public. It is vital that members don't unknowingly spread the infection because of a lack of TB testing.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The service was performed via approved PSC 4118 08/09 by California Pacific Medical Center – Davies Campus and the contract expired on December 31, 2017. The past service did not allow for mobile or on-site screening of members so the compliance rate for testing was low. By switching to mobile testing, the department can increase compliance and the health and safety for members.

D. Will the contract(s) be renewed?

It is likely that the contract will be renewed if the mobile service provided is acceptable.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

The service was performed via approved PSC 4118 08/09 by California Pacific Medical Center – Davies Campus, but the contract expired on December 31, 2017. The past service did not allow for mobile or on-site screening of members so the compliance rate for testing was low and the department is currently out of compliance. This is intended to cover very short term service needs until a multi-year contract can be bid out via RFP.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: At least 3 years Expertise in providing hearing screening and TB testing, and ability to provide testing at SFFD designated sites. Physician or Audiologist Board licensed in the State of California.

B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2328, Nurse Practitioner; 2540, Audiologist;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: While the hearing tests are requested to be at pre-selected SFFD sites defined as mobile locations, the contractor must conduct audiometric tests in a room meeting specific background levels and with calibrated audiometers that meet American National Standard Institute (ANSI) specifications of SC-1969s.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The Fire Department Physician reached out to SFGH Employee Health department to inquire about providing mobile hearing tests, and Angela Boilard, Clinic Manager, at SFGH-Zuckerberg Hospital Employee Health verified in a telephone call that they do not have the capacity to perform mobile audiometry or mobile TB testing.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
City of SF Department of Public Health employees will not provide mobile audiology and Tuberculosis testing services at SFFD locations.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these occupational health testing services for firefighters are needed only on an intermittent basis so it wouldn't make sense to hire someone full-time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training not needed
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 10/25/2019, the Department notified the following employee organizations of this PSC/RFP request:

Physicians and Dentists - 8CC; Professional & Tech Engrs, Local 21; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 2nd St San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43317 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 06/24/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 2000 07/08)

Type of Approval: ☐ Expedited ☐ Regular ☐ Annual ☒ Continuing ☐ (Omit Posting)

Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service Projects

Funding Source: Grants, Work Order, Limited GF

PSC Original Approved Amount: \$900,000

PSC Original Approved Duration: 02/01/2008 - continuous

PSC Mod#1 Amount: \$700,000

PSC Mod#1 Duration: 02/01/08 - continuous

PSC Mod#2 Amount: \$2,400,000

PSC Mod#2 Duration: 02/01/08 - continuous

PSC Mod#3 Amount: \$2,000,000

PSC Mod#3 Duration: 01/01/14 - continuous

PSC Mod#4 Amount: \$6,500,000

PSC Mod#4 Duration: 11/01/15 - continuous

PSC Mod#5 Amount: \$12,000,000

PSC Mod#5 Duration: 07/01/17 - continuous

PSC Mod#6 Amount: \$30,000,000

PSC Mod#6 Duration: 07/01/21 - continuous

PSC Cumulative Amount Proposed: \$54,500,000

PSC Cumulative Duration Proposed: 02/01/2008 - continuous

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Contractor(s) will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. Areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, and specialized health related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.

B. Explain why this service is necessary and the consequence of denial:

Service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. (See attached Original PSC document)

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 2000 07/08

D. Will the contract(s) be renewed?

Only if funding is made available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The duration of this PSC is Continuous, as there is anticipation of an ongoing need for these core public health services.

2. Reason(s) for the Request

A. Display all that apply

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Services required are on an intermittent, as-needed basis.

B. Reason for the request for modification:

To add to the scope of work: COVID and other emerging public health emergencies and response services, and to increase the amount to cover services beginning July 1, 2021.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The ability to work with diverse community-based organizations. Expertise in fiscal management and the ability to manage several entities performing different services.

B. Which, if any, civil service class(es) normally perform(s) this work? 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: NO

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because the projects are intermittent and as needed. Due to the as-needed and intermittent nature of these services, multiple service classes spanning multiple specialties would be required only for short periods of time. In addition, the funding for these services often has not been allocated on a fixed or secured basis, therefore funding is not stable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training of civil service staff will be incidental to and supportive of the primary services to clients/patients/consumers.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/23/21, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000 07/08

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Friday, April 23, 2021 5:50 PM
To: Hale, Jacquie (DPH); Frigault, Noah (HRC); Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Carmona, Irene (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 2000 07/08 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$30,000,000 for services for the period July 1, 2021

– no date entered, contact dept coordinator. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1014>

Email sent to the following addresses: jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 2000 07/08)Type of Approval: ☐ Expedited ☐ Regular ☐ Annual ☒ Continuing ☐ (Omit Posting)Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service ProjectsFunding Source: Grants, Work Order, Limited GFPSC Original Approved Amount: \$900,000PSC Original Approved Duration: 02/01/2008 - continuousPSC Mod#1 Amount: \$700,000PSC Mod#1 Duration: 02/01/08 - continuousPSC Mod#2 Amount: \$2,400,000PSC Mod#2 Duration: 02/01/08 - continuousPSC Mod#3 Amount: \$2,000,000PSC Mod#3 Duration: 01/01/14 - continuousPSC Mod#4 Amount: \$6,500,000PSC Mod#4 Duration: 11/01/15 - continuousPSC Mod#5 Amount: \$12,000,000PSC Mod#5 Duration: 07/01/17 - continuousPSC Cumulative Amount Proposed: \$24,500,000PSC Cumulative Duration Proposed: 02/01/2008 - continuous**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor(s) will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. Areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, and specialized health related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.

B. Explain why this service is necessary and the consequence of denial:

Service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. (See attached Original PSC document)

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 2000 07/08

- D. Will the contract(s) be renewed?

Only if funding is made available.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The duration of this PSC is Continuous, as there is anticipation of an ongoing need for these core public health services.

2. Reason(s) for the Request

- A. Display all that apply

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Services required are on an intermittent, as-needed basis.

- B. Reason for the request for modification:

To increase total cumulative amount to support continuing services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The ability to work with diverse community-based organizations. Expertise in fiscal management and the ability to manage several entities performing different services.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: NO

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because the projects are intermittent and as needed. Due to the as-needed and intermittent nature of these services, multiple service classes spanning multiple specialties would be required only for short periods of time. In addition, the funding for these services often has not been allocated on a fixed or secured basis, therefore funding is not stable.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Services include multiple contracts on an as-needed basis. Services are generally provided by professional consultants, who specialize in the project content. Services are generally provided to executives and staff in areas related to public health planning and development, cultural competency, primary care promotion, prevention, and specialized health related training and research. Hours will vary on an annual basis per contract.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 10/25/17, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000 07/08

DHR Analysis/Recommendation:

01/22/2018

Commission Approval Required

Approved by Civil Service Commission

01/22/2018 DHR Approved for 01/22/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 49279 - 17/18)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Mental Health Services Act Peer Programs

Funding Source: Mental Health Services Act funds

PSC Original Approved Amount: \$25,590,000

PSC Original Approved Duration: 01/01/18 - 12/31/23 (6 years)

PSC Mod#1 Amount: \$1,960,000

PSC Mod#1 Duration: 07/01/19-06/30/24 (25 weeks 6 days)

PSC Mod#2 Amount: \$26,092,000

PSC Mod#2 Duration: 07/01/24-12/31/27 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$53,642,000

PSC Cumulative Duration Proposed: 10 years 1 day

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.

Scope Change

Modification #1 will add the Wellness In The Streets (WITS) program, funded by State Mental Health Services Act funds, which was recently solicited under a Requests For Proposals. WITS will create peer-based mental health teams who will work directly on the streets to increase unhoused individuals'

successful recovery. It will target adults and older adult residents who are homeless and do not typically access behavioral health services. despite experiencing behavioral health needs.

B. Explain why this service is necessary and the consequence of denial:

The State Mental Health Services Act (MHSA) which funds these services requires that the input of clients and their families play a significant role in the development of MHSA-funded programs, and as a result, their input has informed the development of these services and their feedback was integrated into the Request For Qualifications (RFQ) for these services. Denial would prevent these services from being provided and would result in existing mental health services throughout the community being dramatically reduced, especially those services which target clients with severe mental illness who are Black/African America, Latino/a, socially isolated older adults, homeless and/or socially-excluded.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 49279 - 17/18

D. Will the contract(s) be renewed?

Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
(not applicable)

2. Reason(s) for the Request

A. Display all that apply

☒ Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

The Mental Health Services Act (MHSA) emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase awareness of mental illness, works to reduce the stigma of mental illness, provides practical system navigation and increases access to care. Currently, no Civil Service position is designed to exclusively hire peers and their families individuals with lived experience dealing with mental health challenges. The City currently lacks office/program space to accommodate all of these services. MHSA funding is volatile. Because it is based on a percentage of State income taxes, funding fluctuates year-to-year and funding reductions are currently being projected.

B. Reason for the request for modification:

Modification #2 is to extend the duration of the PSC to align with RFP authority, increasing the PSC amount correspondingly.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Demonstrated experience implementing peer-based and clinical activities within a Community Drop-In setting; providing outreach and engagement, screening and assessment, individual, family and group therapeutic services, as well as wellness promotion and service linkages; collecting, evaluating and disseminating comprehensive data, including program and participant outreach, service utilization/duration, and external referrals; incorporating wellness and recovery principles into programming; delivery of responsive services to clients who are homeless or episodically housed, and who may struggle with multiple behavioral health issues.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2305, Psychiatric Technician; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2910, Social Worker; 2930, Psychiatric Social Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will use office/program space and peer-based curricula not currently possessed by the City.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
This specialty is difficult to require under Civil Service requirements. Civil Service classes are not applicable, as the required expertise and skill sets are not available in civil service classifications. All of these programs must be based on wellness and recovery principles and must employ behavioral health clients with lived experience, as required by the MHSA.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as it is not the types of civil service classifications available that are unsuitable for these services, but the need for the services to be provided by peers, individuals with lived experience of mental illness and with the mental health services system--and a flexible approach to employment of peers, who may not have the ability to consistently comply with "regular" Civil Service employment requirements--which is not available through Civil Service.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No training of civil service employees is included under this PSC. The purpose of the PSC includes training of peers (people with lived experience of the mental health system) and their families,.

C. Are there legal mandates requiring the use of contractual services?

These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and State regulations.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

CC Hospitality House; Curry Senior Center; NAMI SF; SF Study Ctr

7. **Union Notification:** On 04/23/21, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49279 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Friday, April 23, 2021 2:09 PM
To: Hale, Jacquie (DPH); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (BOS); amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49279 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$26,092,000 for services for the period July 1, 2024

– December 31, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/13833>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com amakayan@ifpte21.org junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 49279 - 17/18)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Mental Health Services Act Peer ProgramsFunding Source: Mental Health Services Act fundsPSC Original Approved Amount: \$25,590,000PSC Original Approved Duration: 01/01/18 - 12/31/23 (6 years)PSC Mod#1 Amount: \$1,960,000PSC Mod#1 Duration: 07/01/19-06/30/24 (25 weeks 6 days)PSC Cumulative Amount Proposed: \$27,550,000PSC Cumulative Duration Proposed: 6 years 25 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.

Scope Change

Modification #1 will add the Wellness In The Streets (WITS) program, funded by State Mental Health Services Act funds, which was recently solicited under a Requests For Proposals. WITS will create peer-based mental health teams who will work directly on the streets to increase unhoused individuals' successful recovery. It will target adults and older adult residents who are homeless and do not typically access behavioral health services. despite experiencing behavioral health needs.

B. Explain why this service is necessary and the consequence of denial:

The State Mental Health Services Act (MHSA) which funds these services requires that the input of clients and their families play a significant role in the development of MHSA-funded programs, and as a result, their input has informed the development of these services and their feedback was integrated into the Request For Qualifications (RFQ) for these services. Denial would prevent these services from being provided and would result in existing mental health services throughout the community being dramatically reduced, especially those services which target clients with severe mental illness who are Black/African America, Latino/a, socially isolated older adults, homeless and/or socially-excluded.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This is a new service.

D. Will the contract(s) be renewed?

Yes, if funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Funding for the duration of the program being added with modification #1 is currently estimated at 5 years, depending on funding availability and the State's evaluation of the program.

2. Reason(s) for the Request

A. Display all that apply

☒ Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

The Mental Health Services Act (MHSA) emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase awareness of mental illness, works to reduce the stigma of mental illness, provides practical system navigation and increases access to care. Currently, no Civil Service position is designed to exclusively hire peers and their families individuals with lived experience dealing with mental health challenges. The City currently lacks office/program space to accommodate all of these services. MHSA funding is volatile. Because it is based on a percentage of State income taxes, funding fluctuates year-to-year and funding reductions are currently being projected.

B. Reason for the request for modification:

To add the Wellness In The Streets program, which was recently awarded under a Request For Proposals.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Demonstrated experience implementing peer-based and clinical activities within a Community Drop-In setting; providing outreach and engagement, screening and assessment, individual, family and group therapeutic services, as well as wellness promotion and service linkages; collecting, evaluating and disseminating comprehensive data, including program and participant outreach, service utilization/duration, and external referrals; incorporating wellness and recovery principles into programming; delivery of responsive services to clients who are homeless or episodically housed, and who may struggle with multiple behavioral health issues.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2305, Psychiatric Technician; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2910, Social Worker; 2930, Psychiatric Social Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will use office/program space and peer-based curricula not currently possessed by the City.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
This specialty is difficult to require under Civil Service requirements. Civil Service classes are not applicable, as the required expertise and skill sets are not available in civil service classifications. All of these programs must be based on wellness and recovery principles and must employ behavioral health clients with lived experience, as required by the MHSA.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as it is not the types of civil service classifications available that are unsuitable for these services, but the need for the services to be provided by peers, individuals with lived experience of mental illness and with the mental health services system--and a flexible approach to employment of peers, who may not have the ability to consistently comply with "regular" Civil Service employment requirements--which is not available through Civil Service.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
There will be no direct training of civil service staff under this PSC.
- C. Are there legal mandates requiring the use of contractual services?

These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and State regulations.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Richmond Area Multi-Services (RAMS)

7. Union Notification: On 08/09/19, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49279 - 17/18

DHR Analysis/Recommendation:

11/04/2019

Commission Approval Required

Approved by Civil Service Commission

11/04/2019 DHR Approved for 11/04/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 38742 - 18/19)

Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)

Type of Service: Property Management

Funding Source: Local Funds

PSC Original Approved Amount: \$99,000

PSC Original Approved Duration: 12/01/19 - 11/15/24 (4 years 50 weeks)

PSC Mod#1 Amount: \$201,000

PSC Mod#1 Duration: 01/01/22-12/31/26 (2 years 6 weeks)

PSC Cumulative Amount Proposed: \$300,000

PSC Cumulative Duration Proposed: 7 years 4 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

SFMTA is seeking qualified non-profit organizations with the capacity, experience, and creativity to activate and manage the use of and to foster the enjoyment of Chinatown Station Plaza. Chinatown Station Plaza will be an open space located on the roof of the Central Subway station located at Stockton and Washington Streets in San Francisco (currently under construction).

B. Explain why this service is necessary and the consequence of denial:

The roof area of the station is designed to be an open space plaza for the benefit of the community and a steward acting as a manager of the space that is familiar with and sensitive to community needs is desired to manage the space. If the funding is denied, the SFMTA will only be able to consider proposals that do not require funding, likely limiting the applicant pool and possibly resulting in no viable proposals, in which case SFMTA would need to directly manage the space. SFMTA Real Estate does not have the manpower to do so.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

No

D. Will the contract(s) be renewed?

It might be renewed. The contract shall have an initial term of 3 years, which may be extended for 2 additional terms—the first additional term of 1 year, and the second additional term of 351 days (total possible term of 4 years 351 days).

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

2. Reason(s) for the Request

A. Display all that apply

☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The steward will likely need to perform the following functions: • Immediately address unanticipated situations and/or emergency situations in dealing with on-site issues, from conflict resolution to event scheduling and planning • Plan, market, and execute community events that require diverse skills and knowledge, and unique knowledge of the community needs • Interface with local organizations on an as-needed basis • Other services specific to operating an open space plaza within a specific community that requires skills, abilities, and knowledge of community needs and desires that SFMTA currently lacks

B. Reason for the request for modification:

After public feedback, funding request is increased from \$99,000 to \$300,000 to accommodate activation costs.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The foreseeable skills and/or expertise needed to activate and manage the plaza space will be as property manager, administrator, marketer, and community leader.

B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 9386, Senior Property Manager, Port; 9395, Property Manager, Port;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

A review of the closest applicable civil service classes has revealed that there is no civil service class that fits this exact function.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The fact that this is a one-

of-a-kind opportunity makes it impracticable to adopt a new civil service class to perform this work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Funding is to assist in paying operational costs to have a steward activate the rooftop plaza space of Chinatown-Rose Pak Station. No training for SFMTA employees.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

- 7. Union Notification:** On 05/27/21, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, HR, 6th Fl, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38742 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 07/19/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, May 27, 2021 9:45 AM
To: Nuque, Amy (MTA); Frigault, Noah (HRC); Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

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PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$201,000 for services for the period January 1, 2022 – December 31, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<https://avanan.url-protection.com/v1/url?o=http%3A//apps.sfgov.org/dhrdrupal/node/16516&g=MDI5MDIxOTRkZDc5MzM2NA==&h=NmM5ZjkwYTNjNGQxOTFjYzY4ZmVkNzQ5ODQyNDA3NTZhMzkwZTc0MjViMmQ0MTg1OWZiOGU2MGIzMzlwZTFkYw==&p=YXAzOnNmZHQyOmF2YW5hbGpvcjE3Mzg0NjkyZmJkMjRkNzljOTgzMWJmYjNkNDhhMDEyOnYx>
Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org

Nuque, Amy

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Tuesday, June 29, 2021 6:07 PM
To: Nuque, Amy
Cc: Hector Cardenas; Jason Klumb; Theresa Rutherford; Ngo, Pham; Gallegos, Jason; Chan, Evan
Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

yes, we can waive the notice requirement for this psc for this modification since we did review and have discussion about it already.

Cheers,

XiuMin Li
Field Supervisor

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Info in English, Spanish and Chinese!

<https://www.seiu1021.org/post/seiu-1021-covid-19-response-updates>

Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

From: Nuque, Amy <Amy.Nuque@sfmta.com>
Sent: Tuesday, June 29, 2021 5:59 PM
To: XiuMin Li <XiuMin.Li@seiu1021.org>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>; Chan, Evan <Evan.Chan@sfmta.com>
Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi XiuMin: Is it possible to waive the 60-day union review period so that we can include this to 08/02/21 CSC meeting?

Thank you,
Amy Nuque

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Tuesday, June 29, 2021 1:39 PM
To: Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford

<Theresa.Rutherford@seiu1021.org>

Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Hello Pham,

Thanks for meeting with us and explaining more about this PSC. The Union is okay with this being a 2-year pilot, however we would like to request a one year report and meeting to discuss long-term strategy and reassess if the work is better done by SEIU represented bargaining unit classifications. Please let us know if and when you are prepared to meet us after one year with some progress update.

Thank you,

XiuMin Li
Field Supervisor

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From: Ngo, Pham <Pham.Ngo@sfmta.com>

Sent: Thursday, June 24, 2021 2:21 PM

To: XiuMin Li <XiuMin.Li@seiu1021.org>; Gallegos, Jason <Jason.Gallegos@sfmta.com>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>

Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi XiuMin and Hector,

Thank you for joining our call last week and good to meet both of you. We would like to follow up on SEIU's decision.

Feel free to reach out if you have additional questions.

Regards,

Pham Ngo
Principal Analyst, Strategic Real Estate
Facilities and Real Property Management
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103

Email: pham.ngo@sfmta.com

Phone: 415-646-2188

www.sfmta.com



From: XiuMin Li <XiuMin.Li@seiu1021.org>

Sent: Wednesday, June 16, 2021 9:36 AM

To: Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>

Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Hello Pham,

Sorry yes, that time works. I accepted the invite. Talk to you then.

XiuMin Li

Field Supervisor

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Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

From: Ngo, Pham <Pham.Ngo@sfmta.com>

Sent: Wednesday, June 16, 2021 9:11 AM

To: Gallegos, Jason <Jason.Gallegos@sfmta.com>; XiuMin Li <XiuMin.Li@seiu1021.org>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>

Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi XiuMin and SEIU,

We didn't hear back from you. I've sent a meeting invite for Thursday at 4pm to discuss this PSC request. Hope that works for you.

Pham Ngo
Principal Analyst, Strategic Real Estate
Facilities and Real Property Management
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103

Email: pham.ngo@sfmta.com
Phone: 415-646-2188
www.sfmta.com



From: Ngo, Pham
Sent: Monday, June 14, 2021 10:53 AM
To: Gallegos, Jason <Jason.Gallegos@sfmta.com>; XiuMin Li <XiuMin.Li@seiu1021.org>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>
Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi SEIU:

Is there a preference for afternoon call? Does tomorrow or Thursday work?

Pham Ngo
Principal Analyst, Strategic Real Estate
Facilities and Real Property Management
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103

Email: pham.ngo@sfmta.com
Phone: 415-646-2188
www.sfmta.com



From: Gallegos, Jason <Jason.Gallegos@sfmta.com>

Sent: Wednesday, June 9, 2021 10:19 AM

To: XiuMin Li <XiuMin.Li@seiu1021.org>; Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>

Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi all:

Let's set up a meeting to discuss the evolution of this project upon Pham's return from vacation next week.

When she returns, let's schedule something for later next week? Available days and times would be great.

Thank you!

Jason

Jason A. Gallegos

Manager of Strategic Real Estate

Facilities and Real Property Management

1 South Van Ness Avenue, 8th Floor

San Francisco, California 94103

(415) 646-2449

jason.gallegos@sfmta.com

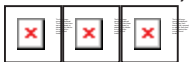
CA BRE License: 01771507



San Francisco Municipal Transportation Agency

1 South Van Ness, 7th floor

San Francisco, CA 94103



www.sfmta.com

From: XiuMin Li <XiuMin.Li@seiu1021.org>

Sent: Tuesday, June 8, 2021 3:24 PM

To: Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>

Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Evan,

Enjoy your leave and please have whoever covering for you to contact us to schedule the meeting. Anyhow this PSC can't move forward until we conclude our discussion.

Thank you,

XiuMin Li
Field Supervisor

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From: Chan, Evan <Evan.Chan@sfmta.com>

Sent: Tuesday, June 8, 2021 2:37 PM

To: XiuMin Li <XiuMin.Li@seiu1021.org>; Nuque, Amy <Amy.Nuque@sfmta.com>

Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>

Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

XiuMin,

If we can't talk this week, I'll be on paternity leave starting next week for the next six weeks, and you'd need to coordinate with Pham and Jason cc'ed here. I might be able to join depending upon my child's mood and sleep schedule, but no guarantees. If you have an issue, you can take it up with my union 😊.

Regards,

Evan A. Chan
Senior Analyst, Strategic Real Estate
evan.chan@sfmta.com
415.646.2521

DUE TO THE COVID-19 PANDEMIC, I WILL BE WORKING FROM HOME UNTIL 6/30/2021. RESPONSES MAY NOT BE IMMEDIATE. I WILL BE CHECKING VOICE MAIL DAILY.

*****I will be on leave from 6/14/2021 – 7/23/2021, returning 7/26/2021.*****



San Francisco Municipal Transportation Agency
1 South Van Ness, 8th floor
San Francisco, CA 94103



From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Tuesday, June 8, 2021 12:05 PM
To: Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>
Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Hi Evan, unfortunately those times don't work for me. I could potentially do June 17 or June 18 after 2pm. Would that work?

XiuMin Li
Field Supervisor

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Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

From: Chan, Evan <Evan.Chan@sfmta.com>
Sent: Tuesday, June 8, 2021 11:53 AM
To: XiuMin Li <XiuMin.Li@seiu1021.org>; Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>
Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

XiuMin,

Unfortunately, Thursday at 4 PM will not work for us. Alternatives in order of preference are below:

1. Thursday 6/10 at 9:30 am
2. Friday 6/11 at 10:00 am

Please advise and schedule accordingly. Thank you.

Regards,

Evan A. Chan
Senior Analyst, Strategic Real Estate
evan.chan@sfmta.com
415.646.2521

DUE TO THE COVID-19 PANDEMIC, I WILL BE WORKING FROM HOME UNTIL 6/30/2021. RESPONSES MAY NOT BE IMMEDIATE. I WILL BE CHECKING VOICE MAIL DAILY.

*****I will be on leave from 6/14/2021 – 7/23/2021, returning 7/26/2021.*****



San Francisco Municipal Transportation Agency
1 South Van Ness, 8th floor
San Francisco, CA 94103



From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Tuesday, June 8, 2021 10:04 AM
To: Chan, Evan <Evan.Chan@sfmta.com>; Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>
Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Thanks Evan, Let me review these info. How about Thursday at 4pm for a meeting? I can send over zoom info.

XiuMin Li
Field Supervisor

Find out what the Union is doing to protect members' rights during COVID19 and ensure public safety!
Info in English, Spanish and Chinese!
<https://www.seiu1021.org/post/seiu-1021-covid-19-response-updates>

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From: Chan, Evan <Evan.Chan@sfmta.com>
Sent: Wednesday, June 2, 2021 4:15 PM
To: Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; XiuMin Li <XiuMin.Li@seiu1021.org>; Ngo, Pham <Pham.Ngo@sfmta.com>; Gallegos, Jason <Jason.Gallegos@sfmta.com>
Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

XiuMin,

Attached are the RFI and RFI Questionnaire, in English and Chinese, and the RFI response MTA received. At this time, there is no RFP, vendors, contracts, or invoices. If you wish to discuss, please advise, and I can set up a call. Thank you.

Regards,

Evan A. Chan
Senior Analyst, Strategic Real Estate
evan.chan@sfmta.com
415.646.2521

DUE TO THE COVID-19 PANDEMIC, I WILL BE WORKING FROM HOME UNTIL 6/30/2021. RESPONSES MAY NOT BE IMMEDIATE. I WILL BE CHECKING VOICE MAIL DAILY.



San Francisco Municipal Transportation Agency
1 South Van Ness, 8th floor
San Francisco, CA 94103



From: Nuque, Amy <Amy.Nuque@sfmta.com>
Sent: Thursday, May 27, 2021 10:09 AM
To: Chan, Evan <Evan.Chan@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>; XiuMin Li <XiuMin.Li@seiu1021.org>
Subject: RE: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hi Evan: Please provide XiuMin Li all relevant information requested.

Amy Nuque
HR ELR: Reasonable Accommodation and Personal Services Coordinator



Office 415-646-2560
Fax: 415-914-2038

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th floor
San Francisco, CA 94103



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From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Thursday, May 27, 2021 10:04 AM
To: Nuque, Amy <Amy.Nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; DHR-PSCCoordinator, DHR (HRD) <dh-psscordinator@sfgov.org>; Eng, Sandra (CSC) <sandra.eng@sfgov.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>
Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

EXT

Please provide all relevant information pertaining to this PSC including but not limited to

- RFP
- name of vendor(s)
- contracts with vendor
- invoices

Cheers,

XiuMin Li
Field Supervisor

Find out what the Union is doing to protect members' rights during COVID19 and ensure public safety!
Info in English, Spanish and Chinese!
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From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Thursday, May 27, 2021 10:01 AM
To: amy.nuque@sfmta.com <amy.nuque@sfmta.com>
Cc: Hector Cardenas <Hector.Cardenas@seiu1021.org>; dh-psscordinator@sfgov.org <dh-psscordinator@sfgov.org>; Eng, Sandra (CSC) <sandra.eng@sfgov.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Theresa Rutherford <Theresa.Rutherford@seiu1021.org>
Subject: Re: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

Hello,

SEIU objects to this PSC. The work can be done by a number of civil service employees including but exclusive to the following classifications:

[9770 Community Development Assistant](#)
[9772 Community Development Specialist](#)
[9774 Senior Community Development Specialist I](#)
[9775 Senior Community Development Specialist II](#)

[1310 Public Relations Assistant](#)
[1312 Public Information Officer](#)
[1314 Public Relations Officer](#)

The PSC form is inaccurate in saying that no existing civil service classifications can do this job.

Please provide your earliest time for meet and confer about this matter.

Thank you,

XiuMin Li
Field Supervisor

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From: dhrr-psccordinator@sfgov.org <dhrr-psccordinator@sfgov.org> on behalf of amy.nuque@sfmta.com <amy.nuque@sfmta.com>

Sent: Thursday, May 27, 2021 9:44 AM

To: amy.nuque@sfmta.com <amy.nuque@sfmta.com>; noah.frigault@sfgov.org <noah.frigault@sfgov.org>; Julie Meyers <julie.meyers@sfgov.org>; Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>; kbasconcillo@sfgov.org <kbasconcillo@sfgov.org>; pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>; Wendy Frigillana <wendy.frigillana@seiu1021.org>; PSCreview <PSCreview@seiu1021.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; davidmkersten@gmail.com <davidmkersten@gmail.com>; XiuMin Li <XiuMin.Li@seiu1021.org>; Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>; David Canham <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; junko.laxamana@sfgov.org <junko.laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; wendywong26@yahoo.com <wendywong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; dhrr-psccordinator@sfgov.org <dhrr-psccordinator@sfgov.org>

Subject: Receipt of Modification Request to PSC # 38742 - 18/19 - MODIFICATIONS

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PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request
for a Personal Services Contract (PSC) for \$201,000 for services for the

period

January 1, 2022 – December 31, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F16516&data=04%7C01%7C%7Ce98358ca8d254697cefa08d9212f42fc%7Ce35c5b2684f74b9ba7c591278c732568%7C0%7C0%7C637577309157312751%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C1000&data=kGfGpHOu%2B9SxvjSYO49YlRHgeaNxBdIn1e7pC%2B14w%3D&reserved=0>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com
WendyWong26@yahoo.com junko.laxamana@sfgov.org jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo@seiu@sbcglobal.net
Kbasconillo@sfgov.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org
noah.frigault@sfgov.org

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Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Property ManagementFunding Source: Local FundsPSC Amount: \$99,000PSC Est. Start Date: 12/01/2019PSC Est. End Date: 11/15/2024**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

SFMTA is seeking qualified non-profit organizations with the capacity, experience, and creativity to activate and manage the use of and to foster the enjoyment of Chinatown Station Plaza. Chinatown Station Plaza will be an open space located on the roof of the Central Subway station located at Stockton and Washington Streets in San Francisco (currently under construction).

B. Explain why this service is necessary and the consequence of denial:

The roof area of the station is designed to be an open space plaza for the benefit of the community and a steward acting as a manager of the space that is familiar with and sensitive to community needs is desired to manage the space. If the funding is denied, the SFMTA will only be able to consider proposals that do not require funding, likely limiting the applicant pool and possibly resulting in no viable proposals, in which case SFMTA would need to directly manage the space. SFMTA Real Estate does not have the manpower to do so.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This is a new plaza space, and this service has not been provided in the past by SFMTA at this location or any other in recent memory. Similar open space plazas have been developed for spaces owned/managed by the City's Real Estate Department ("RED") (see <https://sfgov.org/realestate/plaza-program>), and similar stewardship contracts have been requested and negotiated by RED. Due to the unique nature of this plaza—namely the fact that it is atop a new Central Subway station—this should be treated as a first-of-its-kind service.

D. Will the contract(s) be renewed?

It might be renewed. The contract shall have an initial term of 3 years, which may be extended for 2 additional terms—the first additional term of 1 year, and the second additional term of 351 days (total possible term of 4 years 351 days).

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

☒ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

- ☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The steward will likely need to perform the following functions: • Immediately address unanticipated situations and/or emergency situations in dealing with on-site issues, from conflict resolution to event scheduling and planning • Plan, market, and execute community events that require diverse skills and knowledge, and unique knowledge of the community needs • Interface with local organizations on an as-needed basis • Other services specific to operating an open space plaza within a specific community that requires skills, abilities, and knowledge of community needs and desires that SFMTA currently lacks

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The foreseeable skills and/or expertise needed to activate and manage the plaza space will be as property manager, administrator, marketer, and community leader.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 9386, Senior Property Manager, Port; 9395, Property Manager, Port;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

SFMTA's Strategic Real Estate division has assessed its ability to manage the space and believes that a stewardship relationship with a local community organization would be optimal.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
A review of the closest applicable civil service classes has revealed that there is no civil service class that fits this exact function.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The fact that this is a one-of-a-kind opportunity makes it impracticable to adopt a new civil service class to perform this work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. It is not anticipated that the stewardship created would have the size to train City and County employees.
- C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

Yes. This is a Central Subway station. Federal Transit Administration (FTA) has notified San Francisco Municipal Transportation Agency (SFMTA) in a letter dated February 4, 2016 that the proposed stewardship is an 'incidental use' of FTA-funded real property, and that SFMTA must ensure, in accordance with FTA Circular 50101D, such incidental use does not interfere with SFMTA's project or public transportation operations, SFMTA must fully recapture all costs related to the incidental use from the non-transit public-entity or private entity, including all applicable excise taxes on fuel for fueling facilities and wear and tear to capital improvements, and SFMTA must use revenues received from the incidental use for capital and/or operating expenses incurred in providing public transportation.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

7. Union Notification: On 01/18/2019, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

☒ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, HR, 6th Fl San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38742 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/06/2019