

Port of San Francisco  
RFQ for Micro-LBEs Set-Asides for As-Needed Construction Management Services

**Appendix A - Scope of Work**

This Scope of Work is to be used as a general guide for any contract or contracts the Port enters into as a result of this RFQ solicitation. It is not intended to be a complete list of all work necessary in all cases. The services described in this scope of work shall be performed in accordance with the terms, conditions, and specifications stated herein. Teams that are awarded contracts from this solicitation process may be requested to develop, perform analysis and/or assist in preparing engineering, construction or related documents for a variety of Port projects that will later be completed.

To minimize the potential for a conflict of interest or an unfair competitive advantage, Respondents (including Lead Consultant and all Sub-consultants) must be aware that if they enter into a contract with the Port to provide services sought by this RFQ, the Port reserves the right, in its sole discretion, to disqualify them from later serving as a consultant or sub-consultant to others (such as a developer) for the project(s) or site(s) for which the consultant or sub-consultant provided services to the Port. Such relationships must be disclosed to Port staff as the situation arises to avoid disqualification or debarment from further work at the Port.

To minimize duplication of effort and to allow the Port to coordinate data requests and data distribution for the work on multiple projects, past and future, the City reserves the right to share or disclose to other City contractors the findings and data of selected Contractors, as deemed appropriate by the City.

**Required Services**

The selected as-needed consultants will provide construction management (CM) services for the Port upcoming small to medium budget construction projects including but not limited to Hyde Street Harbor Repair and Improvements, Beltline Building Repair Project, Mission Bay Ferry Landing, and the Pier 7.5 Sewer System Re-routing Project.

Due to the nature of these as-needed services, it is not feasible to define the precise scope of work in advance. Instead, the Port can only indicate the types of CM services and work that might be required. Services may include full specialized services or partial design services to supplement Port staff. After the consultants are selected and the contracts are awarded, individual work tasks will be assigned to consultants based upon the Port's evaluation of their qualifications and technical expertise for the particular needs of the work task under consideration. Depending upon the project task, the Port may elect to seek proposals from both successful Consultant Teams to determine the more suitable Consulting Team for the specific project.

The types of CM services that will typically be needed under any contracts resulting from this RFQ include but are not limited to:

- Construction Management
- Pre-construction Services
  - Quantity Estimation
  - Value Engineering
  - Constructability Reviews
- Construction Submittal and Shop Drawings Reviews
- Evaluating and Responding to Requests for Information (RFIs)
- Inspections and Testing (including Specialized Inspections)
- Resident Engineer (RE) Services
- Project Closeout Support

The Port does not guarantee that any or all of the above sample of services will be required under any of the as-needed contracts. The above services are to be used as a guide only. Respondents to the RFQ may propose other services as well.

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**Additional Services**

Occasionally, the Port may require other specialty consultant services not specified in this Scope of Work for the completion of projects. If such services are required, the Port will provide specific definition of the services and written authorization from the Port Executive Director or his/her designee for those services. When the scope of work and fees for the additional services have been established, the Prime Consultant will be responsible for staying within budget, scope, and schedule. Additionally, during work progress, the Prime Consultant may be required to make minor changes to the Scope of Work at no additional cost to the Port. The final decision as to what constitutes a minor change rests with the Port Executive Director or his/her designee. Should major changes in the Scope of Work be necessary after the Master Contract (“Contract”) and/or Contract Service Order (CSO) has been issued, the Port will negotiate appropriate amendments to the Contract or CSO pursuant to Port policy.

The selected Consultant Teams shall, at no cost to the Port, redesign or revise drawings, specifications, or other materials furnished under the agreement, if the Port determines that such redesign or revision is necessary to correct errors or deficiencies for which the Consulting Team is responsible.

**General Standards of Work**

The Port will determine the actual scope of work and specific assignments on an as-needed basis and may assign specific work through an informal Request for Proposal.

**Means of Engagement**

Port will assign or select individual Consultant Teams for specific work tasks based upon an evaluation of all available Consultant Teams’ qualifications and suitability for the technical demands, anticipated scope, and particulars of the work task under consideration. The Port and the selected Consulting Team shall, through cooperation and negotiation, establish the agreed upon scope of services, personnel resources, project schedule, deliverables, conditions and restrictions, and compensation (based upon the fee schedule set by the as-needed contract) required and appropriate to meet the purpose and goals of the engagement. The Port reserves the right to request and require additional detailed proposals from as-needed consultants to assist in the selection of a Consulting Team for any particular assignment.

When the scope of work and the fees have been established, the Port will issue a Contract Service Order (CSO). The CSO will require further certification and encumbrance of funds by the Controller before it becomes active. The Port will issue the Consulting Team a Notice of Intent to Proceed after the funds have been encumbered. Unless a CSO specifies work to be performed on a time and materials basis, all CSOs issued under the as-needed contracts shall be compensated on a firm fixed fee basis.

Payment for services provided under a will be made within 30 calendar days of receipt of the invoice, unless the Port notifies the Contractor that a dispute as to the invoice exists. The Consultant’s invoices submitted for services performed should be comparable to and contain all the information in Appendix J Invoice Template.

Port will consider requests for fee increases only if required by a major design or specification change based on the following change order conditions and subject to the Port’s written approval by way of a written CSO amendment:

- Owner initiated major changes in scope; or
- Materially different conditions that were unforeseeable at the time the scope of work and fees were agreed.

All other considerations for fee increases will be evaluated by the Port on a case by case basis and as circumstances warrant.