1.0 Policy
Partnering is required for each SFPUC Infrastructure construction contract with a value equal to or greater than $2 million dollars. The Partnering process is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the SFPUC and Contractor.

This SFPUC Infrastructure Construction Management (CM) Procedure applies to all personnel working on SFPUC Infrastructure Projects during construction to the extent that their work is affected by this CM Procedure and does not conflict with specific SFPUC policies or the Contract under which the Work is executed.

2.0 Description
This SFPUC Infrastructure CM procedure establishes the requirements for instituting and conducting a Project Partnering process.

3.0 Definitions
3.1 Partnering Agreement
The Partnering Agreement is an agreement, appended to Contract Specification Section 00 73 83, Partnering Specification, to which the Partnering Facilitator, the City, and the Contractor are parties and which establishes the Partnering process for the project, consistent with the requirements of the Specification.

3.2 Partnering
Partnering is the process which allows people working together to find and build on a common understanding and co-create solutions to problems, seeking mutual benefit. The partnering process assists the parties to
maintain communication and to mutually resolve conflicts at the lowest responsible management level.

3.3 **Partnering Level**

The level of engagement in the partnering process will vary depending on the project size, complexity, location and risk factors. Refer to Contract Specification Section 00 73 83 for specific elements. Partnering elements include: workshops, partnering charters, facilitators, the creation of a resolution ladder and project scorecards.

3.4 **Partnering Facilitator**

The Partnering Facilitator is the mutually agreed upon professional selected to initiate the partnering process and conduct at least one Partnering Workshop.

4.0 **Responsibilities**

4.1 **Resident Engineer (RE)**

The RE manages and administers the project construction contract and serves as the prime point of contact between the Contractor, the City, and external stakeholders comprised of community residents, local government officials and agencies, schools, churches, businesses and local community organizations, among others. The RE mutually selects with the Contractor the Partnering Facilitator and participates in the Partnering process.

4.2 **Contractor**

The Contractor is the entity awarded the contract to perform the Work. The Contractor mutually selects with the RE the Partnering Facilitator and participates in the Partnering process.

4.3 **Partnering Facilitator**

The Partnering Facilitator is the professional selected by both parties who is responsible for initiating the partnering effort and conducting the Partnering Workshop. The Facilitator assesses the needs of the CM team and the Contractor and designs and implements a tailored Partnering Workshop, provides training, and guides the team-building, problem-solving, and goal setting efforts of the process and, in accordance with the Three-Party Agreement, may hold periodic Partnering Workshops during the duration of the project.

5.0 **Implementation**

(Reference Section 7.0, Document 00 73 83)

5.1 After Contract Award, but in no case later than 30 calendar days after the Notice to Proceed (NTP), the RE and Contractor meet to discuss
establishment of a Partnering process, which includes identification of Partnering Facilitation candidates and the Partnering Workshop schedule, location, workshop participants, and compensation. The discussion may be part of or following the Pre-Construction Conference.

5.2 Within 30 calendar days of NTP, the RE, the Contractor and the selected Partnering Facilitator execute a Three-Party Agreement. All parties must sign the Agreement prior to initiation of partnering meetings or workshops.

5.3 Prior to the Partnering Kickoff Workshop the Facilitator meets with the RE, Contractor and primary stakeholders to mutually develop the strategy and content for a successful partnering process. Interviews of principal staff and questionnaires of attendees provide content for framing the session (reference Attachment 023-1).

5.4 The Facilitator develops the Agenda and conducts the Partnering Kickoff Workshop (reference Attachment 023-2 Sample Agenda).

5.4.1 Content areas to be covered are, but not limited to:

- Partnering Workshop Overview
- Brief Project Description
- Primary Project Goals and Objectives
- Key Team Members’ Roles and Responsibilities (include Organization Chart)
- Potential Project Risks, Issues, Concerns and Problems; examples may include, though not be limited to:
  - Risk Assessment Report (identify priorities)
  - Schedule: milestones, outages, and shutdowns
  - Long Lead Items
  - Quality Management
  - Coordination with the Operating Division and City Departments
  - Communication (e.g., Public Outreach/neighbors)
  - Testing, Startup, O&M Plan, and Training
- Managing Risks, Solving Problems and Making Commitments: risk/problem elaboration discussion, recommended actions and schedule
- Dispute Resolution Process/Ladder (reference Attachment 023-3)
- Performance Monitoring and Measurements
- Partnering Agreement;
- Potential Agenda Items for follow-up Partnering Workshop
5.4.2 The Partnering Workshop may be held at the site of either party or a neutral location.

5.5 The RE and the Contractor, after the Workshop, maintain open communication on critical issues by conducting periodic meetings with key personnel from both parties.

5.6 The RE and the Contractor ensure periodic evaluations of mutual performance are conducted throughout the project.

5.7 In accordance with the requirements of the specifications, over the Contract duration, the RE and the Contractor will hold further facilitated Partnering Workshops, as required or agreed upon, as part of the initial partnering strategy.

6.0 Other Procedural Requirements

6.1 Unresolved Issues

Issues that are not resolved through Partnering may be elevated by the RE or Contractor up the ladder to the Dispute Review Board or Dispute Resolution Advisor, whichever process is part of the Contract.

6.2 Compensation for Partnering

The Contractor’s costs associated with Partnering are deemed to be included in the contract bid prices. No additional compensation will be allowed to the Contractor. The SFPUC will pay for its half of the cost through an allowance or change order.

6.2.1 Standard hourly rates have been established. Discuss with the responsible Construction Manager.

6.3 Scorecards and Reporting

For all contracts with construction costs greater than $5 million project, scorecards and periodic evaluations are required. The Facilitator and/or an internal team member may be requested to initiate these efforts. The minimum frequency is included in Contract Specification Section 01 31 33.

7.0 References

7.1 Technical Specifications

Section 00 73 83 Partnering and Document 01 31 33TPA
Section 01 31 33

7.2 SFPUC Infrastructure CM Procedures

No. 025 Dispute Resolution Advisor (DRA)
No. 026 Dispute Review Board (DRB)
7.3 **Others**

Partnering References/Resources (covers all formats):

  

- *Field Guide to Partnering on Caltrans Construction Projects.* CA Department of Transportation Division of Construction, September 2013.

- *Partnering Program and Authorities 101.* U.S. Army Corps of Engineers.
  


8.0 **Attachments**

- 023 - 1 Pre-Construction Conference/Partnering Questionnaire
- 023 - 2 Partnering Agenda - Sample
- 023 - 3 Decision Ladder
- 023 - 4 Revision Control Log
Pre-Construction Conference/Partnering Questionnaire

Project Name and Contract No.

1. List utility companies, railroads, municipalities and any other agencies that you feel coordination with is important:

2. Scheduling concerns:

3. Construction phasing and/or construction staging concerns:

4. Construction methodologies and/or construction procedures that you intend to use that you feel warrant up-front discussion and/or consideration:

5. Traffic control concerns:

6. QC/QA:

7. Potential CRIPs/Value engineering:

8. Other Issues:

In preparation for the Pre-construction Conference and Partnering Workshop please respond to the following questions. Use additional sheets as needed.
Full Day Partnering Workshop

AGENDA

8:00 a.m.       Continental Breakfast
8:30 a.m.       Introductions – Roles & Responsibilities
                 Partnering Overview Rules & Expectations
                 Project Overview
                 Project Objectives (may also cover Vision/Mission)
                 Project Success Factors
9:30 a.m.       Team Building Exercise
10:15 a.m.      Break
10:30 a.m.      Risk Management: Potential Project Risks, Concerns and Problems
11:15 a.m.      Address barriers to Success, Recommend Actions and Timeframes (Work Groups)
12:00 p.m.      Lunch Served / Groups may continue working
                 1:00 p.m.       Groups Present Findings
                 2:00 p.m.       Discussions: Interrelationships of Findings & Recommendations
                 3:00 p.m.       Dispute Resolution Process/Ladder
                 3:30 p.m.       Evaluation Process: Performance Monitoring & Measurements
                 4:00 p.m.       Next Steps
                 4:15 p.m.      Partnering Agreement Signing
                 4:30 p.m.      Conclude
### ISSUE/CHANGE ORDER REQUEST RESOLUTION LADDER*

**Project Name:**

<table>
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<tr>
<th>Level</th>
<th>Contractor</th>
<th>SFPUC</th>
<th>Time Goal**</th>
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<td>General Foreman/Foreman</td>
<td>Inspector</td>
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<tr>
<td>II.</td>
<td>PM/Superintendent</td>
<td>PCM/Asst. Senior PM (Program)/PM</td>
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<tr>
<td>III.</td>
<td>Senior Construction Manager</td>
<td>Senior CM/Senior PM (Program)/PM</td>
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<tr>
<td>IV.</td>
<td>VP or President</td>
<td>AGM/Program Director/Deputy Director of Construction and CMB Bureau Manager</td>
<td>30 calendar days</td>
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**DRA or DRB***

### NOTES:

* This is a general guideline. Authorities defined at each level will depend on the program and project. Appropriate authority, or authorities if consensus required, will be confirmed at each level by each project by name.

** Time Goal:
- Level I: Issues defined
- Level II: Issue identified and/or cost or time proposal is received

*** Dispute Hearing and Finding
## Revision Control Log

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