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City and County of San Francisco  
PORT OF SAN FRANCISCO

## PIER 38 APRON DEMO

CONTRACT NO. 2886

This is an informal solicitation in accordance with [Section 6.20.\(b\)](#) of the San Francisco Administrative Code with good faith efforts to outreach in accordance with [Section 14B.6.\(L\), San Francisco First Program.](#)

## PROJECT MANUAL

VOLUME 1 OF 2

(Division 00)

05/2025





# IMPORTANT SPECIAL NOTICE

- Contractors performing a public work or improvement project in San Francisco that is covered by the First Source Hiring provisions or Local Hiring requirements are required to complete and submit a [Workforce Projection Form \(Form 1\)](#) prior to starting work. Contractors are required to work in good faith with the City's Office of Economic and Workforce Development (OEWD) to employ San Francisco residents in 50% of all new hiring opportunities (Applies to projects with estimates in excess of \$350,000). Refer to [Public First Source Fact Sheet.pdf](#) for more details.
- Bidders must substantiate their records of safe performance on construction projects, including, but not limited to, consideration of federal or state Occupational Safety and Health Administration ("OSHA") violations and work place fatalities, including OSHA citations under appeal in order for the City to find the entity to be responsible and eligible for contract award.
- Section 00 21 13 Article 1.20 Restricted Communications Prior to Contract Award



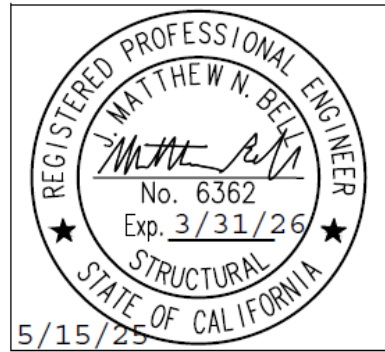
## SECTION 00 01 07

## SEALS PAGE

The various portions of the specifications and other contract documents for project "PIER 38 APRON DEMO," Port of San Francisco Contract No. 2886, have been prepared under the direction of the following design professionals, licensed in the State of California.

## STRUCTURAL ENGINEER

*J. Matthew N. Bell*  
*Port of San Francisco*  
S6362



END OF SECTION



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## SECTION 00 11 13

## ADVERTISEMENT FOR BIDS

This is an informal solicitation process. All references to “Bid”, “Bidders”, or “Bidding” in these Contract Documents shall mean “Quote” or “Quotation” as applicable.

**INVITATION FOR BIDS  
For  
Contract No. 2886  
PIER 38 APRON DEMO**

**Optional Pre-Bid Meeting: May 30, 2025, 13:00 at Pier 40 South Beach Harbor, Address: 89 The Embarcadero, San Francisco.**

Quotes shall be submitted via email to [constructionbids@sfport.com](mailto:constructionbids@sfport.com) by COB on June 6, 2025 with the following in the **Subject: “CITY PROJECT: BID CONTRACT NO. 2886 PIER 38 APRON DEMO”**.

The Port of San Francisco (the “Port”) announces an Invitation for Bids (“IFB”) for construction on PIER 38 APRON DEMO in San Francisco, CA.

**Schedule:** All demolition activities must be completed within the in-water work window between June 15, and April 30<sup>th</sup>. If scheduling does not permit that work is performed in the 2025 in-water work window, work will be performed in the 2026 in-water work window.

Contractor shall be responsible for fully understanding scheduling constraints associated with certain marine construction activities and the referenced Port approvals and permits from applicable government agencies, including the San Francisco Bay Regional Water Quality Control Board, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration - National Marine Fisheries Service, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service special status species. The Pacific herring spawning or hatching season extends from December 1 – February 28; salmon and steelhead trout seasons extends from December 1 to June 1. Contractor shall comply with all construction regulations and construction mitigation requirements resulting from these specific spawning seasons. Coordination is considered incidental, and no compensation shall be paid for this coordination.

**Project Description**

The baseline project is to remove the Pier 38 south apron. There is one additive alternate scope of work, which will be implemented if funding allows: removing 24 steel piles north of Pier 38 that previously supported a floating dock.

The Pier 38 South Apron has fallen into disrepair, has been red-tagged and is unsafe for human occupancy. There are approximately 24 steel piles immediately north of Pier 38 that supported floating dock structure which was previously removed. If funding allows, the project will permanently remove these 24 steel piles.

Scope of work includes following above deck and in-water pile removal work:

**Scope of Work**

**Pier 38 South Apron – Baseline Project**

- Remove approximately 169 14-inch diameter wood piles.
- Remove in approximately 77 14-inch diameter wood piles in areas where decking has previously collapsed.
- Piles to be removed at or below mudline using vibratory or direct pull, or cutting at the mudline.
- Remove 6,325 sq ft wood / asphaltic concrete decking
- Remove 3,773 sq ft of north apron collapsed deck material from the seafloor.

**Steel Piles North of Pier 38 Former Floating Dock– Additive Alternate #1**

- Remove in 24 12-inch diameter steel piles.

For more information, contact the Project Manager, Paul Chasan at (415) 819-8056.

Contract Estimate:	\$450,000
Time Allowed for Completion:	90 consecutive calendar days (Conditional, refer to Section 00 73 02)
Liquidated Damages:	Varies, refer to Section 00 73 02 for details
Contract Basis:	Lump Sum
License Required:	Class “A” California Contractors License
Contract Monitoring Division Local Business Enterprise (LBE) Subcontracting Requirement:	LBE = N/A

Bid discounts will not apply.

If necessary, the Port will issue bid date changes by addendum and will post current date for receiving bids on the Bids and Contracts page at the Port's website address: <https://www.sfport.com/business/contract-opportunities>.

This notice is for information only. Please refer to the bid documents for specific requirements.

**Insurance Requirements:** Please refer to Section 00 73 16. The winning bidder will be required to submit requisite insurance documentation within ten (10) working days after the date on which the contract is awarded.



**Minimum Qualifications (MQ): The Bidders for this contract must meet the following MQs to be considered:**

1. Valid contractor's license for Class “A” issued by the California Contractor's State Licensing Board; and
2. at least five (5) years of experience working on related marine projects; and
3. a minimum of three (3) projects involving similar-scale demolition of buildings or large structures over the last 8 years; and

4. experience with overseeing or performing a minimum of three (3) projects over the past 8 years with a hazardous materials abatement scope of work that either self-performed or performed by a subcontractor with an asbestos abatement Class "A-22" license issued by the California State Licensing Board; and
5. a minimum three (3) public works projects over the last 5 years, and
6. Contractor or, if applicable, Subcontractor performing the building demolition scope of work shall have a valid contractor's license for Class "C-21" issued by the California Contractor's State Licensing Board; and
7. in accordance with San Francisco Administrative Code Chapter 6, Section 6.21, "Except as provided in California Business and Professions Code Section 7000 et seq., Bidders and their subcontractors are required to be properly licensed at the time of Bid;" and
8. Safety Qualification: Complete the Safety Pre-Qualification Form (<https://sfwps.convertcalculator.com/safety-prequal/>), and submit the required OSHA 300A forms to [prequal@sfwater.org](mailto:prequal@sfwater.org).

**All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the California Department of Industrial Relations ("DIR"). No contractor or subcontractor may be listed in a bid for a public works project unless registered with the DIR as required by Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.**

**This Project is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and/or the San Francisco Office of Labor Standards Enforcement.**


**Minimum wage rates** for this project must comply with the current requirements for payment of General Prevailing Wages as determined by the State Department of Industrial Relations. Minimum wage rates other than applicable General Prevailing Wages must comply with San Francisco Labor and Employment Code, Article 111, Minimum Compensation Ordinance.

Pursuant to San Francisco Administrative Code Section 6.22(a)(8), prior to award, Bidders shall submit proof of a current [Business Tax Registration Certificate](#).

Pursuant to San Francisco Administrative Code Section 6.25(a), all work performed on a Major Construction Project, as defined in Environment Code Section [2503](#), shall be carried out in compliance with the Clean Construction requirements of Environment Code [Chapter 25](#). "Major Construction Project" means a public work to be performed within the geographic limits of the City that uses off-road equipment and that is estimated to require 20 or more cumulative days of work, including non-consecutive days, to complete.

The Port reserves the right to reject any or all bids and waive any minor irregularities in any bid.

By Order of the San Francisco Port Commission,

DocuSigned by:  
 5/22/2025  

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9817-155760-00000  
Uday Prasad, Acting Chief Harbor Engineer  
Port of San Francisco  
City and County of San Francisco

END OF SECTION

## SECTION 00 21 13

## INSTRUCTIONS TO BIDDERS

## 1.1 GENERAL

- A. This is an informal solicitation process. All references to “Bid” or “Bidding” in these Contract Documents shall mean “Quote” or “Quotation” as applicable.

## 1.2 BIDDING DEFINITIONS

- A. The Bid Documents consist of the Advertisement for Bids, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, Contract Monitoring Division employment requirements, the Drawings, the Project Manual, and all Addenda issued prior to receipt of Bids.
- B. Addenda are written on graphic instruments issued by the City prior to the receipt of Bids which modify or interpret the Bid Documents by additions, deletions or other changes.
- C. A Bid is a complete and properly executed offer, submitted in accordance with the Bidding requirements, to provide products and services and to perform the Work in accordance with the requirements of the Contract Documents, as defined under [General Conditions](#) § 1.01(21).
- D. The Total Bid Price is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents and it shall include the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.
- E. A Bidder is a person or entity who submits a Bid.
- F. All definitions set forth in the [General Conditions \(Section 00 72 00\)](#) and in other Contract Documents are applicable to the Bid Documents.

## 1.3 DRAWING INDEX

- A. The Drawings, entitled "PIER 38 APRON DEMO" and dated 05/2025, are incorporated as Contract Documents.

## 1.4 BIDDING CONTACT INFORMATION

- A. Bid Documents, and other required bidding and contract documents can be accessed online at the following link: <https://sfport.com/contracting-opportunities>.
- B. For technical questions on the Bid Documents, to schedule site access, or submit a Request for Product Substitutions, contact the “Project Manager”:

Paul Chasan  
Port of San Francisco  
City and County of San Francisco  
Pier 1  
San Francisco, CA 94111  
415-819-8056  
Email: [constructionbids@sfport.com](mailto:constructionbids@sfport.com)

1.5 RESERVED

1.6 EXAMINATION OF BID DOCUMENTS AND SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bid Documents, and fully inform themselves of existing conditions and limitations, including all items described in the Bid Documents. All Bidders are encouraged to visit the Site before submitting a bid. No consideration will be granted for any alleged misunderstanding of the materials to be furnished, Work to be performed or of actual conditions at the Site, it being understood that the tender of a Bid carries with it the agreement to complete all Work and comply with all conditions specified herein and indicated in the Bid Documents.
- B. All Site access for facility inspection and subsurface investigations shall be requested, approved and scheduled through the Project Manager, Paul Chasan noted in §1.4B above.
  - 1. Persons requesting site access must identify the Bidder being represented, who must be on file with the Port of San Francisco as a plan holder.
  - 2. No discussion, dissemination of information or clarification of the Bid Documents will be given during Site access. A City representative must accompany each person or group requesting site access.
  - 3. Length of time of tours, number of tours per day and areas open for Site access are limited and must be scheduled in advance.
  - 4. No adjustment in the Contract Sum will be allowed because of a Bidder's inability to gain access to the Site during the Bid period.
- C. Reference Documents are available to Bidders as described in Section 00 31 00.
- D. The submission of a Bid will constitute an incontrovertible representation by Bidder of the following:
  - 1. Bidder has complied with every requirement of this Article 1.6 "Examination of Bid Documents and Site";
  - 2. the Total Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception;
  - 3. the Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and
  - 4. it is understood that information about hazardous materials, physical or other conditions or obstructions, indicated on the Bid Documents, has been obtained with reasonable care and has been recorded in good faith. There is no express or implied warranty that such information is correctly shown. Bidder must take into account the possibility that actual conditions affecting cost or quantities of Work may differ from those indicated on the Bid Documents.

- E. Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other contractors at the Site and which may affect the scheduling of the Work.
- F. Bidder shall include in its Total Bid Price the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.

#### 1.7 QUESTIONS ON BID DOCUMENTS, ADDENDA, SUBSTITUTIONS

- 1. Questions on Bid Documents: Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, the Bidder shall notify at once the City in writing using the [Questions on Bid Documents \(QBD\) form \(Section 00 21 14\)](#), and submit by email to: [constructionbids@sfport.com](mailto:constructionbids@sfport.com).
- B. Addenda: Interpretations or clarifications considered necessary by the City in response to QBDs will be issued by written Addenda to all Bidders of record. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
  - 1. The City may also issue Addenda to modify the Bid and/or Contract Documents as deemed necessary or advisable by the City.
  - 2. Each Bidder shall be responsible for ascertaining, prior to submittal of its Bid, that it has received all issued Addenda. Bidders shall acknowledge Addenda by number and date received using [Section 00 43 20 \(Acknowledgement of Receipt of Addenda\)](#).

#### 1.8 PRE-BID CONFERENCE

- A. Attendance at the Pre-Bid Conference is highly recommended but not required.

#### 1.9 BID SECURITY

- A. NOT USED

#### 1.10 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to Administrative Code section 6.21(a)(9), Bidder must submit on the [Proposed Subcontractors Form attached to the Bid forms \(refer to Section 00 43 36\)](#) information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit the Proposed Subcontractors Form with its Bid.
- B. Pursuant to Section 4104 of the California Public Contract Code, Bidder must provide the following information with its Bid for each listed subcontractor: i) the name of business; ii) the location of the place of business; iii) portion of work that will be performed by the subcontractor; and iv) the California contractor license number of each subcontractor who will perform work
  - 1. An inadvertent error in listing the California contractor license number for each subcontractor listed number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is

- submitted within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
2. Failure to complete the required forms as described above with the required information, e.g., if the box on the form is blank may result in a determination that the Bid is non-responsive.
- C. **Bidder shall provide the DIR Registration Number for the Bidder and all identified subcontractors and ensure that such subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.**
- D. In conformance with Public Contract Code section 7106, a Noncollusion Affidavit (Section 00 45 80) is included with the Bid Form. Signing the Bid Form shall also constitute signature of the Noncollusion Affidavit.
- E. Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification form (Section 00 45 60) certifying its intention to comply with Section A7.204 of the San Francisco Charter, Administrative Code section 6.22(e), **and California Labor Code section 1770 *et. seq.***
- F. Pursuant to Administrative Code section 6.22(n), Bidder shall complete and submit with its Bid a [Certificate of Bidder Regarding Apprenticeship Training Program form \(Section 00 45 65\)](#).
1. Pursuant to section 1777.5 of the California Labor Code the above apprenticeship program requirements shall not apply if Bidder's Total Bid Price is under \$30,000 more or if the Contract Time is 20 days or less.
- G. **Contractor License:** In accordance with the provisions of the California Business and Professions Code section 7028.15, a bid submitted to the City by a contractor who does not hold the license(s) required to perform the Work, issued in accordance with chapter 9 of the Business and Professions Code, shall be considered non-responsive and shall be rejected by the City. Failure of the Bidder to obtain proper and adequate licensing for award of the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bid Security. Bidder must be properly licensed at all times during the performance of the Work. Bidder shall list on the Bid Form its current contractor license number and San Francisco [business tax registration certificate number](#), as well as the current contractor license number and [San Francisco business tax registration certificate number](#) for each Subcontractor listed on the Proposed Subcontractors Form. If the apparent low Bidder fails to list such registration numbers, the apparent low Bidder shall furnish such numbers when the Contract is awarded.
1. The Prime Contractor shall hold an active [Class "A" General Engineering Contractor](#) license.
- H. Pursuant to Labor Code Article 131 and Chapter 14B of the Administrative Code, each Bidder shall execute and submit with its Bid the Certification of Bidder Regarding Nondiscrimination in Contracts and Benefits form attached to the Bid forms (refer to [Section 00 45 70](#)). If a Bidder fails to submit the form as required, then the Bidder may be deemed non-responsive and its Bid may be rejected.
1. Refer to [Section 00 73 73](#) for nondiscrimination contracting requirements.



2. As a condition precedent to award of the Contract, Bidder shall execute the Labor Code Article 131 Declaration: Nondiscrimination in Contracts and Benefits form (refer to [Section 00 45 70 CERTIFICATE OF BIDDER REGARDING NONDISCRIMINATION IN CONTRACTS AND BENEFITS](#)) and submit the completed form and required documentation within 5 working days after the official quote due date for approval.
3. If said form is not submitted timely or the PRT determines that Bidder is non-compliant, then Bidder may be deemed non-responsive and its Bid may be rejected.

#### 1.11 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. Bidder shall complete and submit with its Bid the [Certification of Bidder Regarding Debarment and Suspension form \(Section 00 45 82\)](#).
- B. Bidder further agrees by submitting its Bid that it will require its subcontractors, lower-tier subcontractors and suppliers to complete and submit to the City within five working days after the date of the City's notification of the lowest Bidder the [Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form \(Section 00 49 14\)](#) for lower tier covered transactions of \$25,000 or more.
- C. The inability of Bidder or its subcontractors, lower-tier subcontractors or suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its subcontractor, lower-tier subcontractor or supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the City's determination whether to award the Contract. However, failure of Bidder or its subcontractors, lower-tier subcontractors or suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.
- D. Bidder agrees by submitting its Bid that, should Bidder be awarded the Contract, Bidder shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by the City.
- E. The certifications (Sections 00 45 82 and 00 49 14) are a material representation of fact upon which reliance is placed when the City determines to enter into the Contract for this Project.
  1. Contractor shall provide immediate written notice to the City if at any time Contractor learns that its certification or the certification of a lower tier participant was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Article "Debarment and Suspension Certification Requirements", shall have the meanings set forth in the "Definitions" and "Coverage" sections of rules implementing Federal Executive Order 12549.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article "Debarment and Suspension Certification Requirements". The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings ([SAM.gov](https://sam.gov)).
- I. Except for transactions authorized under Paragraph C of this Article "Debarment and Suspension Certification Requirements", if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the Contract for this project, in addition to other remedies available, the City or other government agency may terminate the Contract for cause or default.

#### 1.12 LOCAL HIRING REQUIREMENTS

- A. The San Francisco First Source Hiring Policy for Construction, San Francisco Administrative Code section 6.22(g) and Chapter 82, will apply to this Contract, if awarded. Refer to Section 00 73 31 for information regarding local hiring requirements, including but not limited to local hiring forms that must be submitted after Contract award and prior to Notice to Proceed.
- B. For projects estimated to cost in excess of \$1 million, a Bidder may submit a written request to the City seeking designation of one or more trades as project-specific "Specialized Trades." Note that Bidders are not required to submit written requests for those trades already designated as Specialized Trades by OEWD (not project-specific) and listed on OEWD's website at: [https://oewd.org/sites/default/files/Workforce/Workforce-Docs/Local\\_Hiring\\_Policy\\_-\\_Specialty\\_Crafts\\_Exemption\\_List.pdf](https://oewd.org/sites/default/files/Workforce/Workforce-Docs/Local_Hiring_Policy_-_Specialty_Crafts_Exemption_List.pdf). The local hiring requirements will not apply to the OEWD-designated Specialized Trades or to OEWD-approved project-specific Specialized Trades.
- C. Any written request seeking designation of one or more project-specific Specialized Trades must be submitted by Bidder to the awarding department using Section 00 21 16, Request for Trade Exemption Form ("RTE"). Completed Request for Trade Exemption Forms, including all required supplementary information, must be received by the awarding department at least 15 working days prior to the date of Bid opening. Refer to RTE form for supplementary information requirements.
- D. The awarding department will forward any completed Request for Trade Exemption Forms to OEWD for review and determination. Any Request approved by OEWD will be recognized as an addendum to the Contract Documents issued by the awarding department prior to Bid opening. The City will not consider incomplete Requests or Requests submitted after the deadline set forth above.

### 1.13 SUBMISSION OF QUOTES

- A. Quotes shall be submitted via email to [constructionbids@sfport.com](mailto:constructionbids@sfport.com) with the following in the **Subject: “Quote for Pier 38 Apron Demo (Port of San Francisco Contract No. 2886)”**.
- B. The Port reserves the right in its sole discretion to allow the successful Contractor a period of time reasonable under the circumstances after Quotes are due, which shall be no more than 14 days unless extended in writing by the Port, to submit additional forms or documents required by the Port and to reject the Quote if such forms or documents are not properly submitted within the time allotted by the Port.
- C. Quotes that are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid Documents may be rejected as incomplete or unqualified.
- D. All Quote data, except signatures, shall be typed or printed legibly in non-erasable ink, with all strikeouts and corrections initialed by the person signing the Bid.
- E. Each Quote shall show the full business address of the Contractor and be executed with its usual signature. A Quote by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Quote by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature and title of the person executing. The name and title of the person executing shall also be typed or printed below the signature. When required by the Port, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished.  
**Contractor shall furnish satisfactory evidence that the Contractor is currently registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5.**
- F. The Port reserves the right after receiving Quotes to reject any or all Quotes, and to waive any minor irregularity in a Quote.
- G. The Port may furnish a summary of tabulations to a Contractor who requests said information. Contractors requesting information on the results shall make such requests in writing at least 24 hours after the date/time the Quotes are due to:  
[constructionbids@sfport.com](mailto:constructionbids@sfport.com)

### 1.14 INFORMATION TO BE SUBMITTED AFTER QUOTES ARE SUBMITTED

- A. After Quotes are submitted, required Contractors shall submit properly completed and executed Supplementary Bid Forms within the specified time and to the appropriate person as listed in the [Supplementary Bidding Forms Checklist \(Section 00 49 00\)](#) and as described below.

- B. Within five (5) working days after the date of the City's notification of the lowest Bidder, the low Bidder, and any other Bidder so requested, shall submit the following:
  - 1. [Certificate of Subcontractor Regarding Apprenticeship Training Program form \(Section 00 49 15\)](#) completed by each subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more. If the subcontractor's Work involves one or more apprenticeable trades which are declared on Section 00 49 15 to be a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each such trade.
  - 2. Safety Pre-Qualification Form: [Prequalify for Construction | SFPUC](#) and submit the required OSHA 300A forms by email to [prequal@sfgwater.org](mailto:prequal@sfgwater.org).
- C. Refer to [Article 1.11, CONTRACTOR BIDDER QUALIFICATIONS](#), of this Section 00 21 13 for additional qualifications submittal requirements after the deadline for submitting Quotes.

#### 1.15 WITHDRAWAL OR REVISION OF QUOTE

- A. Prior to the deadline for submitting a Quote, a submitted Quote may be **revised** by uploading a revised file to the designated file upload site for receiving Quotes. Such revision must be completed on or before the deadline for submitting Quotes. Contractors may submit Quotes multiple times, but only the last Quote submitted by the deadline for submitting Quotes shall qualify as the submitted Quote.
- B. Prior to the deadline for submitting Quotes, a submitted Quote may be revised or **withdrawn** by notice to the Port. Such notice shall be emailed to the Port of San Francisco [constructionbids@sfgport.com](mailto:constructionbids@sfgport.com) by Contractor and, to be effective, must be received on or before the deadline for submitting Quotes. The email subject line shall read "**Withdrawal of Quote for Contract No. 2886, Pier 38 Apron Demo**" and the body of the email shall clearly explain the request of withdrawal including the approximate upload time of the Quote such that the City can identify the pertinent Quote submission to be withdrawn.
- C. Those Quotes not withdrawn prior to the scheduled time for receipt of Quotes shall not be withdrawn or modified for a period of 90 days after the deadline for submitting Quotes.

#### 1.16 OBJECTIONS TO BID DOCUMENTS, BID PROTESTS

- A. Failure by a Bidder to comply with the procedures set forth in this Paragraph will render any Objection or Protest inadequate and may result in its rejection by the City.
- B. The City will accept and consider the following types of Objections and Protests if they are timely submitted and meet all other applicable requirements of this Paragraph:
  - 1. Written Objections to any provision or legal requirement set forth in or imposed by the Bid and Contract Documents by a prospective Bidder that are apparent, or reasonably discoverable, prior to the submission of Bids;
  - 2. Bid Protests submitted by a Bidder after Bid opening against another Bidder or Bidders; and
  - 3. Protests submitted by a Bidder whose Bid has been rejected by the City based on a determination by the City that the Bid is non-responsive and/or the Bidder is not responsible.

- C. Objections Prior to Submission of Bids. Should a prospective Bidder object on any ground to any provision or legal requirement set forth in the Bid and Contract Documents (including all Addenda), including but not limited to Objections based on allegations that: (i) the Bid or Contract Documents are unlawful in whole or in part; (ii) one or more of the requirements of the Bid or Contract Documents is onerous, unfair or unclear; (iii) the structure of the Bid Documents does not provide a correct or optimal process for the solicitation of the Work; (iv) the Bid or Contract Documents contain one or more ambiguity, conflict, discrepancy or other error; or (v) the Bid or Contract Documents unnecessarily precludes alternative solutions to the Work, the prospective Bidder must provide timely written notice of Objection as set forth below.
1. **An Objection must be in writing and must be received by the City no later than 5 calendar days prior to the date of Bid opening.** If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Objections will not be considered.
  2. Objections shall be transmitted to Uday Prasad (he/him/his), PE, SE Acting Chief Harbor Engineer, Port of San Francisco ([uday.prasad@sfport.com](mailto:uday.prasad@sfport.com)).
  3. The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the Bid or Contract Documents at issue, and shall describe the modification to the Bid or Contract Documents sought by the prospective Bidder. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Bidder.
  4. The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Bidder who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Objection is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
  5. Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Bidder. At the completion of its investigation, the City will provide a written determination to the prospective Bidder who submitted the Objection. If required, the City may extend the Bid opening date to allow sufficient time to review and investigate the Objection, and issue Addenda to all Bidders incorporating any necessary changes to the Bid or Contract Documents.
  6. Objections not received within the time and manner specified will not be considered. **A Bidder's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Bidder's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.**
  7. A Bidder may not rely on an Objection submitted by another Bidder, but must timely pursue its own Objection.
- D. Bid Protest Against Another Bidder. A Bidder may file a protest with the City against another Bidder or Bidders subject to the provisions of this Paragraph. The procedures and

time limits set forth in this Paragraph are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' Bids. **Failure to comply with these procedures shall constitute a waiver of any right to pursue the Bid Protest, including filing a Government Code claim or other legal proceedings.** Bid Protests shall be subject to the following time limitations, restrictions and procedures.

1. A Bid Protest shall be in writing and shall be received by the City no later than 5:00 p.m. on the 5th working day after the date of Bid opening. If a Bid Protest is mailed, the Bidder filing the Protest bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Protest will not be considered.
2. The Bidder filing the Protest must concurrently transmit a copy of the initial Protest document and any attached documentation to the other Bidder(s) who may be adversely affected by the outcome of the Protest.
3. The City will provide the protested Bidders with 5 working days from their receipt of a Bid Protest to respond to the Protest.
4. Bid Protests, responses, and supplemental information, if any, shall be transmitted to Uday Prasad (he/him/his), PE, SE Acting Chief Harbor Engineer, Port of San Francisco ([uday.prasad@sfport.com](mailto:uday.prasad@sfport.com)).
5. The Bid Protest shall state the basis for the Protest and provide supporting evidence, refer to the specific portion(s) of the Bid that forms the basis of the Protest, and include the name, address, telephone number, and email address of the person representing the prospective Bidder.
6. The City, at its discretion, may make a determination regarding a Protest without requesting further documents or information from the prospective Bidder who submitted the Protest. Accordingly, the initial Protest submittal must include all grounds of Protest and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Protest is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Protest submittal, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
7. Upon receipt of a timely and proper Protest, the City will review the Protest and conduct an investigation as it deems appropriate which, among other things, may include the review of information provided by or available from sources other than the protesting and protested Bidders. The City may also consider supplemental correspondence relating to the original ground(s) of Protest submitted by a protesting Bidder and/or a protested Bidder to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its review and investigation, the City will provide a written determination to the Bidder who submitted the Protest, with a copy to the protested Bidder(s).
8. Protests not received within the time and in the manner specified may not be considered.
9. A Bidder may not rely on a Protest submitted by another Bidder, but must timely pursue its own Protest.
10. If the City determines that a Protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

- E. Rejection of a Bid by the City. If the City determines that a Bidder's Bid is non-responsive or that a Bidder is not responsible, the City will issue a Notice of non-responsiveness and/or



non-responsibility, as appropriate. Determination of the Notice will set forth the basis for the City's determination and rejection of the Bid.

#### 1.17 AWARD OF CONTRACT

- A. **In accordance with California Labor Code sections 1771.1 and 1725.5, no contract can be awarded to a Bidder without proof that the Bidder and all identified subcontractors are currently registered with the California Department of Industrial Relations.**
- B. In accordance with San Francisco Administrative Code Section 6.1, no bid is accepted and no contract in excess of the Threshold Amount is awarded by the City until such time as the Executive Director of the Port of San Francisco recommends the contract for award, and the San Francisco Port Commission adopts a resolution awarding the Contract.
- C. Pursuant to Charter section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.
- D. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid.
- E. The City will issue a written notification of award of the Contract to the successful Bidder.

#### 1.18 CONTRACT SECURITY

- A. Article 10 of the [General Conditions \(Section 00 72 00\)](#) sets forth the City's requirements as to performance and payment (labor and material) bonds.
- B. When the successful Bidder delivers the executed Agreement, it must be accompanied by the required [performance and payment bonds](#).

#### 1.19 EXECUTION OF CONTRACT

- A. The successful Bidder shall deliver within five working days after the date of the City's written notification of award of the Contract the following properly completed and signed documents to Contract Administrator.
  - 1. [Contract Agreement \(Section 00 52 00\)](#).
    - a. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.
  - 2. Performance bond and payment (labor and material) bond ([Section 00 61 13](#)), 2 original copies of each shall be mailed to the Port of San Francisco and an e-copy shall be sent to: [constructionbids@sfport.com](mailto:constructionbids@sfport.com).
  - 3. Insurance certificates and endorsements, including the following:
    - a. The Contract number "2886" and Project title "PIER 38 APRON DEMO", the agent names and telephone numbers, and name the certificate holder as follows:

Contract Administrator  
Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111

- b. Policy endorsements that name as additional insured the parties as specified in [Section 00 73 16](#), Article 1.4 "Insurance for Others".
  - c. Otherwise comply with applicable requirements as specified in [Section 00 73 16](#).
- 4. Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.
- 5. Power of Attorney authorizing signatories to execute Performance and Payment Bonds.
- 6. **Proof that Bidder and all subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.**
- 7. Proof of Status as Signatory to Apprenticeship Program or Proof of Payment if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more:
  - a. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on the Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 65), successful Bidder shall submit written proof of its status as a signatory.
  - b. For each subcontractor that declared it is a signatory to a recognized apprenticeship or training program on the Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15), successful Bidder shall submit written proof of each such subcontractor's status as a signatory.
  - c. Contractor and all of its subcontractors that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder (Contractor) or its subcontractor(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft that Contractor or its subcontractor(s) is providing labor to the Project. Such contributions shall be made on the same basis and in the same manner as the other contractors do, or, where the trust fund administrators are unable to accept such funds, Contractor and its subcontractor(s) must provide written proof of payment of a like amount to the California Apprenticeship Council.
- B. Additionally, if not included with the Bid, the successful Bidder shall deliver to the Port of San Francisco the time limit set forth above, the required [San Francisco business tax registration numbers](#) and contractor license numbers.
- C. Failure to deliver to the Port of San Francisco one or more of the documents listed in this Article 1.19 "Execution of Contract" shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder's bid security.
- D. The successful Bidder must be in compliance with the Equal Benefits Provisions of Division II, Article 131 of the San Francisco Labor and Employment Code either at the time of Contract Award, or within 2 weeks of the date of Contract Award. Bidder's failure to timely obtain Article 131 compliance certification from CMD may result in Award of the Contract to the next lowest responsible, responsive Bidder, or re-bidding of the Contract at the discretion of the City.



## 1.20 RESTRICTED COMMUNICATIONS PRIOR TO CONTRACT AWARD

- A. From the date this Contract is advertised until the date the competitive process for this Contract is completed either by cancelation of the Contract or by final action of the Port Commission, Bidders and potential Bidders, and/or their representatives, subcontractors or subconsultants, or other interested parties, shall communicate with the Port only as instructed in this Section 00 21 13 Instructions to Bidders.
- B. Any attempt to communicate with or solicit any person involved in the evaluation, selection, award, or approval process, except as instructed in this Contract, is prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of San Francisco elected official, member of the Port Commission, City or Port personnel, or any selection panel member. Failure to comply with the communications protocol of this Contract shall, at the sole discretion of the Port, result in the disqualification of the Bidder or potential Bidder from the competitive process. Prohibited communications made on behalf of a Bidder or potential Bidder shall be imputed to the Bidder.
- C. The above restriction does not apply to communications with the Port or City regarding business unrelated to this Contract.

END OF SECTION



## SECTION 00 21 14

## QUESTIONS ON BID DOCUMENTS (QBD)

*Potential Bidders must complete this QBD Form and submit to the address below no later than 4:00 PM and three (3) business days before the bid opening date.*

Project: PIER 38 APRON DEMO

Contract No. 2886

To: Port of San Francisco

San Francisco, CA

Attention: Paul Chasan

Email: [constructionbids@sfport.com](mailto:constructionbids@sfport.com)

City Use Only	
QBD No.	
Received by:	
Date Received:	
Addendum Issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Sent Response:	

CONTRACTOR'S QUESTIONS	
Company Name: _____	Date _____
Contact Name: _____	Tel: _____
Title: _____	Fax: _____
<i>Check One Only (Use separate form for each specifications and drawing question.)</i>	
<input type="checkbox"/> Spec. Section: _____	Paragraph(s): _____
<input type="checkbox"/> Drawing Sheet: _____	Detail(s): _____
Question:	

CITY'S REPLY	
<input type="checkbox"/> Mark this box if the QBD can be answered by Bidder's review of the documents. Reply with location(s) where the information can be obtained.	
Reply:	
By: _____	Bureau/Firm: _____ Date: _____

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of the City, the question and reply may be returned to the questioner and distributed to all bidding general contractors for informational purposes.



## REQUEST FOR TRADE EXEMPTION FORM (RTE)

Email: [constructionbids@sfport.com](mailto:constructionbids@sfport.com)

City Use Only	
RTE No.	
Received by:	
Date Received:	
Addendum Issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Sent Response:	

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Tel: \_\_\_\_\_  
 Title: \_\_\_\_\_ Fax: \_\_\_\_\_

*Explain in detail why the trade should be exempt from the local hiring requirements described in Section 0073.31.*

1. *The trades' operations involve the performance of construction work requiring special skills beyond the skills required by the State's Apprenticeship Standards.*
2. *The principal skills utilized for this trade requires industry, state, or federal specialized licenses above and beyond to what is required for a journey-level worker within the trade.*
3. *Estimation for the trade's work hours are a minimal percentage of the total project hours.*

**Total Pages attached to this RTE Form:**

☐ APPROVED (Mark this box if the Request for Trade Exemption is approved.)

☐ REJECTED (Mark this box if the Request for Trade Exemption is rejected.)

Date:

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of the City, the request and reply may be returned to the bidder and distributed to all bidding general contractors for informational purposes.



## SECTION 00 31 00

## AVAILABLE PROJECT INFORMATION

## 1.1 SUMMARY

- A. This Document describes Reference Documents and the use of data resulting from the various investigations or from available information, which may include , as-built, hazardous materials survey reports, and environmental assessment information. These documents will be made available for download on the Port's Website at: <https://sfport.com/contracting-opportunitiesrfps-rfq>

## 1.2 EXISTING SITE AND BUILDING CONSTRUCTION DOCUMENTS

- A. Bidders' attention is directed to construction or record drawings for the original construction and subsequent alterations that were utilized in the preparation of the Contract Documents as follows:
1. *P38 Apron Utilities - 2025-03-07.pdf*  
*Describes existing utilities conditions on the P38 North Apron*
  2. *P38 Bathymetric Survey 2013.pdf*  
*2013 bathymetric survey showing seafloor depths at Pier 38*
  3. *P38 Historic As-Built - Pile-Related Plans.pdf*  
*Historic as-built files showing P38 pile layouts*
  4. *P38 Historic As-Built - Various Dates.pdf*  
*P38 Historic as-built files*
  5. *P38 Historic Marina Plan (North of Pier).pdf*  
*Drawing showing pile locations for the 24 steel piles north of Pier 38 (see Additive Alternate 2)*
  6. *P38 Pile Counts - Compressed.pdf*  
*Plan view summarizing pile counts for the P38 north and south aprons*
  7. *P38 - 2023 RSA Pier 38 Pier & Aprons.pdf*  
*2023 Rapid Structural Assessment covering Pier 38 and the P38 north and south Aprons*
- B. Digital file/s in PDF of the above reference document is included with the digital Bid Documents.

## 1.3 HAZARDOUS MATERIALS REPORTS

- A. The City's environmental consultant has surveyed the facility for the presence of various hazardous materials. Materials investigated may include asbestos, lead, PCB ballasts, mercury containing lamps, contaminated soils, underground storage tanks, and other hazardous materials. The survey findings are documented in the following:
1. *Limited Asbestos and Lead Sampling Pier 38 Apron Removal, SCA Environmental Inc, March 13, 2025*
- B. Hazardous materials surveys or reports were obtained only for the use of the City and its consultants for planning and design. Such documentation is not part of the Contract Documents, but the technical data contained in the referenced reports on which the Bidder is entitled to rely are incorporated in the Contract Documents by

reference.

- C. Digital file/s in PDF of the above reference document is included with the digital Bid Documents.

#### 1.4 ENVIRONMENTAL REPORTS

- A. CEQA, In-water work: "Port's CEQA Categorical Exemption Determination filed by the San Francisco Planning Department on June 4, 2021 (2021-003773ENV) for work to be performed pursuant to the Port's Ongong Maintenance and Repair Directive 2021-01 (Directive) and Best Management Practices (BMPs) detailed in the Port Engineering and Maintenance Program Manual, Revision 2, April 2021."
- B. The findings are documented in the following:
  - 1. P38 Apron Demo CATEX.pdf  
*2021 CEQA Exemption Determination*
- C. Environmental assessment information was obtained only for the use of the City and its consultants for planning and design. Said information is not part of the Contract Documents, but the technical data or mandatory mitigation requirements contained therein on which Bidder is entitled to rely are incorporated in the Contract Documents by reference.
- D. Digital file/s in PDF of the above reference document is included with the digital Bid Documents.

#### 1.5 USE OF DATA

- A. The foregoing Reference Documents are not part of the Contract Documents. The City does not warrant the completeness of the Reference Documents.
- B. The City makes no representation, either express or implied, that the conditions indicated in the Reference Documents are representative of those existing at the Site, or that different conditions may not occur or materials other than or in proportions different from those indicated may not be encountered. Refer to Paragraph 3.03, Unforeseen Or Differing Conditions, of the General Conditions.
- C. Bidders shall visit the Site and familiarize themselves with existing conditions. Refer to Section 00 21 13 § 1.6.B (EXAMINATION OF BID DOCUMENTS AND SITE) for details to arrange site access.

END OF SECTION



## SECTION 00 40 13

## BIDDING FORMS CHECKLIST

***To be submitted with Bid for:***

**PIER 38 APRON DEMO  
(Port of San Francisco Contract No. 2886)**

- A. Each Bidder shall submit with its Bid the following forms, properly completed and executed:
- ☐ Executed Bid Form (Section 00 41 00), with contractor's license number and expiration date.
  - ☐ Acknowledgment of Receipt of Addenda (Section 00 43 20).
  - ☐ Proposed Subcontractors Form (Section 00 43 36)
  - ☐ Proposed Subcontractors Form for Alternate Bid Items (Section 00 43 37)
  - ☐ Bidder's Qualifications (Section 00 45 13).
  - ☐ Release and Waiver Agreement (Section 00 45 16).
  - ☐ Highest Prevailing Wage Rate Certification (Section 00 45 60).
  - ☐ Certificate of Bidder Regarding Apprenticeship Training Program (Section 00 45 65).
  - ☐ Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits (Section 00 45 70).
  - ☐ Non-collusion Affidavit (Section 00 45 80).
  - ☐ Certification of Bidder Regarding Debarment and Suspension (Section 00 45 82).
- B. Email quotations to: [constructionbids@sfport.com](mailto:constructionbids@sfport.com) designated as "Quote for PIER 38 APRON DEMO (Port of San Francisco Contract No. 2886)".
- C. The Executive Executive Director of the Port of San Francisco reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

END OF SECTION



## SECTION 00 41 00

## BID FORM

Date of Bid: \_\_\_\_\_

TO THE SAN FRANCISCO PORT COMMISSION, CITY AND COUNTY OF SAN FRANCISCO

In response to the Advertisement for Bids for the following public work:

**PIER 38 APRON DEMO**  
(Port of San Francisco Contract No. 2886)

the undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to said Bidder, and to do all the work and furnish all the materials therefor all in accordance with the Specifications and Drawings referred to in said Advertisement for Bids and at the prices named in the attached Schedule of Bid Prices.

The undersigned declares: That it is the Bidder (or by holding the position below indicated is authorized to execute this Bid Form on behalf of the Bidder); that said Bidder submits this Bid; that said Bidder has not, nor have any of its agents, officers, representatives or employees, been guilty of collusion with any officer or representative of the City and County of San Francisco, or with any other party or parties in the submission of this Bid; nor has said Bidder received any preferential treatment by any officer or employee of the City and County in the making or submitting of this Bid. The undersigned declares under penalty of perjury that all representations made on this Bid Form are true and correct.

The undersigned declares, under penalty of perjury under the laws of the State of California that the Bidder has read and agrees to the requirements of the San Francisco Administrative Code and applicable requirements of the California Labor Code for each of the attached list Sections:

<i>Section No.</i>	<i>Title</i>
00 43 20	Acknowledgment of Receipt of Addenda
00 43 36	Proposed Subcontractors Form
00 43 37	Proposed Subcontractors Form for Alternate Bid Items
00 45 13	Bidder's Qualifications
00 45 60	Highest Prevailing Wage Rate Certification
00 45 65	Certificate of Bidder Regarding Apprenticeship Training Program
00 45 70	Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits
00 45 80	Non-collusion Affidavit
00 45 82	Certification of Bidder Regarding Debarment and Suspension

***The undersigned acknowledges that he or she  
has read and agrees to these documents  
(initial):\_\_\_\_\_***



**INITIAL  
HERE**

**BUSINESS TAX REGISTRATION DECLARATION:** The undersigned further declares and understands that if I am awarded the Contract, each of my Subcontractors and I must maintain a current business tax registration number. If the Tax Collector of the City and County of San

Francisco determines that any of my Subcontractors or I do not have or maintain a current business tax registration number, the City may either cancel the Contract or withhold payment.

**BOND OR CHECK REQUIRED:** There is herewith attached, as required by law, bid security in accordance with the Section 00 21 13 - Instructions to Bidders, Article "Bid Security".

**LOCAL BUSINESS ENTERPRISE PARTICIPATION AND NON-DISCRIMINATORY EMPLOYMENT PRACTICES:** Provisions of the Equal Benefits Program Article 131 and 132 of the Labor and Employment Code, and Chapter 14B (including their implementing Rules and Regulations) of the San Francisco Administrative Code are incorporated herein and by reference made a part of the Bid Documents as though fully set forth. The Bidder and all subcontractors and suppliers shall comply with these provisions and shall submit all required documents in a timely manner.

The undersigned, having examined all referenced documents and the Drawings, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

#### SCHEDULE OF BID PRICES

<b>Bid Item No.</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit*</b>	<b>Unit Price</b>	<b>Extension</b>
1	<b>Pier 38 South Apron Demo</b> Demolition, transport and disposal of the Pier 38 South Apron structure [Apron decking, piles, exposed piles (in areas where the apron has previously collapsed), and collapsed apron decking material from the seafloor]	1	LS		\$ _____
<b>TOTAL BID PRICE</b>					\$ _____

\*Note: LS = Lump Sum; EA= Each; LF = Linear Feet; SF = Square Feet; CY = Cubic Yards; AL = Allowance

Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.

The City reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid. In case of discrepancy between the sum of Bid item amounts and the Total

Bid Price, the sum of said amounts shall prevail. In the case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices Bid and extensions thereof, said unit prices shall prevail.

**ALTERNATES:** The following alternates will be selected by the City in a specific descending order of priority which will be announced immediately before the opening of the Bids. In addition, the amount available in the construction budget will be announced immediately before the opening of the Bids.

The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid based on the lowest overall cost to the City for the Total Bid Price with or without additive or deductive alternate(s) selected by the City in a descending order of priority as follows:

1. If the Total Bid Price of the responsible Bidder who submits the lowest responsive Bid does not exceed the construction budget amount, then the Contract will be awarded to the responsible Bidder who submits the lowest responsive Bid and whose Total Bid Price and greatest number of additive alternates selected by the City in a descending order of priority do not exceed the construction budget amount.
2. If the Total Bid Price of the responsible Bidder who submits the lowest responsive Bid exceeds the construction budget amount, then the Contract will be awarded to the responsible Bidder who submits the lowest responsive Bid and whose Total Bid Price and least number of deductive alternates selected by the City in a descending order of priority do not exceed the construction budget amount.

The City reserves the right to award to the responsible Bidder who submits the lowest responsive Bid based on:

- a. the Total Bid Price and all deductive alternates in the event that the Total Bid Price and all deductive alternates exceeds the construction budget amount, or
- b. the Total Bid Price without alternates in the event that the Total Bid Price exceeds the construction budget amount and there are no deductive alternates.

The Bidder further proposes and agrees that if an Alternate is incorporated in the Contract within up to **4 months** after the date of the City's written notification of award of the Contract, the Contract Sum will be adjusted by the addition of the Alternate Price bid for the selected Alternate.

Alternate Bid Item No.	Alternate Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
A1	<b>Steel Piles North of Pier 38 Former Floating Dock Salvage/Demo</b> Removal of in 24 12-inch diameter steel piles.	1	LS		\$ _____

Notes:

1. Alternates shall cover all costs of alternate Work as indicated on the Bid Documents only and shall not include Work of Base Bid or any Bid items of the Total Bid Price. Alternate prices shall include markups for overhead and profit. The Bidder shall be responsible to indicate by using plus (+) or minus (-) signs whether alternate amounts are intended to be added to, or subtracted from, the Total Bid Price.



END OF SECTION





**SECTION 00 42 00****DESCRIPTION OF BID ITEMS****1.1 SUMMARY****A. Section includes: Description of Bid Items****1.2 DESCRIPTION OF BID ITEMS****A. Bid Items****1. Bid Item 1: Pier 38 South Apron Demo – Baseline Project**

- Demolition including transport and disposal of approximately 169 14-inch diameter wood piles.
- Demolition including transport and disposal of approximately 77 14-inch diameter wood piles in areas where decking has previously collapsed.
- All piles to be removed at or below mudline using vibratory extraction, direct pull, or cutting at the mudline.
- Demolition including transport and disposal of approximately 6,325 sq ft wood / asphaltic concrete decking
- Demolition including transport and disposal of approximately 3,773 sq ft of collapsed decking material from the seafloor.

**ALTERNATE BID ITEM DESCRIPTIONS****1.3 DESCRIPTION OF BID ALTERNATE ITEMS****B. Alternate Bid Items****1. Steel Piles North of Pier 38 Former Floating Dock Demo– Additive Alternate #1**

- Remove in 24 12-inch diameter steel piles.
- Transport and disposal of steel piles.
- Piles to be removed at or below mudline using vibratory or direct pull.

**END OF SECTION**



## SECTION 00 43 20

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact , City and County of San Francisco, Port of San Francisco, , San Francisco, CA , telephone .

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

*Note: The above form is part of the Bid. Signing the Bid Form (Section 00 41 00) shall also constitute signature of this form and Bidder acknowledges that information provided above is true and correct.*

END OF SECTION



## SECTION 00 43 36

## PROPOSED SUBCONTRACTORS FORM

Date

Name of Firm, Corporation, Partnership, or Joint Venture

This Document implements listing requirements for subcontractors who will perform work in excess of one-half of one percent of the Total Bid Price [Admin. Code § 6.21(A)(9) and California Public Contract Code §§ 4100 – 4114].

**Important Notice:** No subcontractor may be listed in a bid for a public works project unless registered with the California Department of Industrial Relations (“DIR”) pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]. An inadvertent listing of a subcontractor who is not registered under § 1725.5 will not be grounds for a bid protest or for determining a bid nonresponsive if the conditions set forth in Labor Code § 1771.1(c)(1) or (2) are met.

A. Subcontractors Who Will Perform Work In Excess of ½ of 1% Of Total Bid Price

Bidder shall submit with its bid a subcontractor list using the form below. Bidder shall identify each subcontractor<sup>1</sup> who will perform work in an amount in excess of one-half of one percent of Bidder's Total Bid Price. If this project involves the construction of streets, highways, or bridges, Bidder shall submit with its bid a subcontractor list, using the form below, identifying each subcontractor who will perform work in excess of one-half of one percent of the Total Bid Price, or \$10,000, whichever is greater.

At a minimum, Bidder must provide the following information with its Bid for each listed subcontractor: (i) name and email [Box 2]; (ii) location of the place of business [Box 3]; (iii) portion of work that will be performed by the subcontractor [Box 4] and (iv) the current valid subcontractors license [Box 8]. In addition, for items or portions of work not fully subcontracted, e.g., indicated as "partial," Bidder must provide the amount of subcontract work [Box 10] either at the time of Bid or within 24 hours after Bid opening. Bidders may provide additional identifying information [e.g., Boxes 5, 6, 7 and/or 9] within 24 hours of Bid opening.

If the City cannot identify the intended subcontractor or portion of work based on the information provided by Bidder, or where Bidder provides conflicting information, the City may consider the subcontractor or portion of work unlisted for purposes of Public Contract Code § 4106. An "unlisted" determination may render a Bid non-responsive if the technical specifications require that the work in question be performed by a subcontractor. In addition, an "unlisted" determination may render a Bidder not responsible if Bidder is not qualified to self-perform the work in question.

B. LBE Subcontractors, Suppliers and Service Contractors

Subcontracting goal does not apply to this Contract. LBE subcontractors, suppliers and service contractors are not required to be identified and listed, except as required under paragraph A above.

<sup>1</sup>For the purposes of Paragraph A, the term "subcontractor" shall mean a contractor as defined in California Public Contract Code § 4113.

*THIS SPACE WAS INTENTIONALLY LEFT BLANK*

*Copy this page as needed to provide a complete listing.*

Page \_\_\_\_ of \_\_\_\_

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

*Copy this page as needed to provide a complete listing.**Page \_\_\_\_ of \_\_\_\_*

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

END OF SECTION





## SECTION 00 43 37

## PROPOSED SUBCONTRACTORS FORM FOR ALTERNATE BID ITEMS

If Bidder intends to use for Alternate Work additional or different subcontractors than those listed in its Section 00 43 36, or if Bidder intends to use a listed subcontractor for a portion of Alternate Work not included in the Base Bid: The Bidder must provide the following information with its Bid for each subcontractor: (i) name and email [Box 2]; (ii) location of the place of business [Box 3]; (iii) portion of work that will be performed by the subcontractor [Box 4] and (iv) the current valid subcontractors license [Box 8]. In addition, for items or portions of work not fully subcontracted, e.g., indicated as "partial," Bidder must provide the amount of subcontract work [Box 10] either at the time of Bid or within 24 hours after Bid opening. Bidders may provide additional identifying information [e.g., Boxes 5, 6, 7 and/or 9] within 24 hours of Bid opening.

Failure to provide such information may render the bid nonresponsive or the Bidder unqualified to perform the work under this Contract.

Pursuant to Chapter 14B, compliance with the goal is determined on the amount of the base bid only (even if alternates are selected). However, LBE subcontractor participation listed on this Form for selected alternates may be credited towards the LBE subcontracting participation goal.

**Important Notice: No subcontractor may be listed in a bid for a public works project submitted on or after March 1, 2015 unless registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]. An inadvertent listing of a subcontractor who is not registered under § 1725.5 will not be grounds for a bid protest or for determining a bid nonresponsive if the conditions set forth in Labor Code § 1771.1(c)(1) or (2) are met.**

---

 Date

---

 Name of Firm or Corporation

1. TYPE OF SUBCONTRACTOR:		
<input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK:     \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

**Copy this page as needed to provide a complete listing.****Page \_\_\_\_\_ of \_\_\_\_\_**

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

END OF DOCUMENT

## SECTION 00 45 13

## BIDDER'S QUALIFICATIONS

Refer to [Section 00 11 13 \(Advertisement for Bids – Minimum Qualifications\)](#) for details. Add additional sheets as necessary to demonstrate compliance with the requirements specified in [Section 00 11 13](#).

1. Valid contractor's license for Class "A" issued by the California Contractor's State Licensing Board; and
2. at least five (5) years of experience working on related marine projects; and
3. a minimum of three (3) projects involving similar-scale demolition of buildings or large structures over the last 8 years; and
4. experience with overseeing or performing a minimum of three (3) projects over the past 8 years with a hazardous materials abatement scope of work that either self-performed or performed by a subcontractor with an asbestos abatement Class "A-22" license issued by the California State Licensing Board; and
5. a minimum three (3) public works projects over the last 5 years, and
6. Contractor or, if applicable, Subcontractor performing the building demolition scope of work shall have a valid contractor's license for Class "C-21" issued by the California Contractor's State Licensing Board; and
7. in accordance with San Francisco Administrative Code Chapter 6, Section 6.21, "Except as provided in California Business and Professions Code Section 7000 et seq., Bidders and their subcontractors are required to be properly licensed at the time of Bid;"and
8. Safety Qualification: Complete the Safety Pre-Qualification Form (<https://sfwps.convertcalculator.com/safety-prequal/>), and submit the required OSHA 300A forms to [prequal@sfwater.org](mailto:prequal@sfwater.org).

(a)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT:    \$	CHANGE ORDER AMOUNT:    \$	
ROLE (Check One):  <input type="checkbox"/> General Contractor  <input type="checkbox"/> Subcontractor	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(b)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$		CHANGE ORDER AMOUNT: \$
ROLE (Check One):	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
<input type="checkbox"/> General Contractor		
<input type="checkbox"/> Subcontractor		
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(c)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$		CHANGE ORDER AMOUNT: \$
ROLE (Check One):	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
<input type="checkbox"/> General Contractor		
<input type="checkbox"/> Subcontractor		
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(Add sheets if necessary.)

9. LIST ALL CONTRACTS DURING THE PAST 5 YEARS FOR WHICH THE BIDDER, OR A MEMBER OF THE BIDDER'S ORGANIZATION, RECEIVED AN UNSATISFACTORY PERFORMANCE RATING, WAS CITED FOR OSHA VIOLATIONS OR FAILED TO COMPLETE WORK.

(a)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(b)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(c)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(d)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(e)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(f)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(g)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(Add sheets if necessary.)

10. LIST MAJOR CONSTRUCTION EQUIPMENT, FACILITIES OR AIDS THAT BIDDER REPRESENTS IT POSSESSES OR CAN OBTAIN IN TIME TO PERFORM THE WORK; INDICATING WHETHER OWNED OR RENTED AND WHERE OBTAINED:

EQUIPMENT	OWNED	LEASED	RENTED	RENTAL AGENT NAME	TELEPHONE
(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(d)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

11. BIDDER REFERS TO THE FOLLOWING BANK(S) AS TO FINANCIAL RESPONSIBILITY OF BIDDER:

(a)

NAME OF BANK:	
BUSINESS ADDRESS:	
CONTACT NAME:	TELEPHONE:

(b)

NAME OF BANK:	
BUSINESS ADDRESS:	
CONTACT NAME:	TELEPHONE:

12. INSURANCE AND SURETY COMPANIES AND AGENTS WHO WILL PROVIDE THE REQUIRED INSURANCE AND BONDS ON THIS CONTRACT:

(a)

NAME OF COMPANY:	TYPE OF INSURANCE OR BOND:
BUSINESS ADDRESS:	
AGENT'S NAME:	TELEPHONE:

(b)

NAME OF COMPANY:	TYPE OF INSURANCE OR BOND:
BUSINESS ADDRESS:	
AGENT'S NAME:	TELEPHONE:

(Add sheets if necessary.)

**Note:** The above Bidder's Qualifications form is part of the Bid. Signing the Bid Form shall also constitute signature of this form.

*By Signing the Bid Form, the Contractor permits the City to contact the Owner of each sample project submitted above.*

END OF SECTION

## SECTION 00 45 16

## RELEASE AND WAIVER AGREEMENT

PIER 38 APRON DEMO  
(Port of San Francisco Contract No. 2886)

This Release and Waiver Of Liability (hereinafter the "Release") is entered into between the City and County of San Francisco through its Department of Public Works and \_\_\_\_\_, a Bidder.

**RECITALS**

1. The City and County of San Francisco through its Department of Public Works has issued Bid Documents for Contract No. 2886 with a requirement that Bidders submit certain information to demonstrate their qualifications to perform the Work for the PIER 38 APRON DEMO.
2. In accordance with the Bid Documents, Bidder has submitted information pertaining to its qualifications, including a list of projects and project owners/owner representatives as references for its qualifications.
3. The City seeks candid comments on the Bidder's performance on the listed projects from the owners and the owners' representatives.

**RELEASE AND WAIVER**

Bidder hereby fully and forever releases, exonerates, discharges, and covenants not to sue, the City, its commissions and boards, officers and employees, and all individuals and entities furnishing comments on Bidder's performance, from and for, and does hereby waive, any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise, arising out of information furnished about Bidder's performance on the projects that Bidder has identified pursuant to Recital number 2, above.

**INTENDED BENEFICIARIES**

The City, its commissions and boards, officers and employees and all individuals and entities furnishing any information relating to Bidder's qualifications are intended beneficiaries of this Release and Waiver and are entitled to enforce its terms.

\_\_\_\_\_  
Signature of Bidder or Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Date

**END OF SECTION**





## SECTION 00 45 57

## CITYBUILD/FIRST SOURCE REFERRAL PROGRAM CERTIFICATION

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will participate in the CITYBUILD/First Source Referral Program, as set forth in Section 00 73 31 and San Francisco Administrative Code Chapter 83.

The CITYBUILD Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development ("OEWD") administers the CITYBUILD Referral Program by working with State-certified education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CITYBUILD Referral Program is to fill every hiring opportunity with a CITYBUILD Referral who is trained and prepared to enter the construction industry workforce.

Upon award of a public work contract to a Contractor, the Contractor shall be required to make good faith efforts to provide hiring opportunities, when available, to CITYBUILD referrals. Contractor must notify OEWD of available hiring opportunities within 30 days of the date of award (Section 00 73 31 Form 1) and must develop a hiring plan for the project (Section 00 73 31 Form 2).

The Contractor must coordinate its efforts with OEWD. Bidders may find more information at the OEWD Website: [www.oewd.org/citybuild.aspx](http://www.oewd.org/citybuild.aspx) or by calling the CITYBUILD General Information Line at: 415-401-4889.

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.

*Bidder must submit this certification with its Bid.*

END OF SECTION



## SECTION 00 45 60

## HIGHEST PREVAILING WAGE RATE CERTIFICATION

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read the San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.

Bidder further acknowledges and certifies that, if awarded the Contract, Bidder will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Bidder is aware that failure to comply with such wage provision shall result in a forfeiture of back wages due plus the penalties as set forth in Labor Code section 1775, but not less than \$50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of San Francisco for a period of up to five years.

Bidder further attests by submitting the attached Bid Form, that Bidder will require from all of its subcontractors that they acknowledge having read San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22e, and California Labor Code section 1770 et. seq., and that they will comply with the same requirements under this Contract.

*Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.*

*Bidder must submit this certification with its Bid.*

END OF SECTION



## SECTION 00 45 65

## CERTIFICATE OF BIDDER REGARDING APPRENTICESHIP TRAINING PROGRAM

I, the Bidder, by affixing my signature on the Bid Form, acknowledge that I have read San Francisco Administrative Code section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please **check** the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

- ☐ I am a signatory to a recognized apprenticeship or training program under chapter 4 of the California Labor Code as certified by the State of California Division of Apprenticeship Standards for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 days after the date of the City's written notification of award of the Contract:

*(List Trades Here)* \_\_\_\_\_

- ☐ I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to San Francisco Administrative Code section 6.22(n) and California Labor Code section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such progress payment request and that providing such evidence is a condition that I must meet in order for to qualify for payment by the City.

*(List Trades Here)* \_\_\_\_\_

Additionally, I attest that I will require each of my subcontractors to submit in accordance with Section 00 21 13 a completed and signed Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15). I acknowledge that, for subcontractor(s) who declare on said Section 00 49 15 that they have applied to become a signatory but have not been accepted and will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories, I must submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such request and that providing such evidence is a condition I must meet in order to qualify for payment by the City.

I also attest that I and all of my subcontractors will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the California Labor Code, division 3, chapter 4 (commencing at section 3070) and section 1777.5 and San Francisco Administrative Code section 6.22(n) and all requests by the City to provide proof that I and all subcontractors are in compliance with those requirements.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually.

*If the Contract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within five working days after the date of the City's written notification of award of the Contract.*

*Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

*Bidder must submit this certification with its Bid.*

END OF SECTION



## SECTION 00 45 70

CERTIFICATE OF BIDDER REGARDING  
NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will comply with **Labor Code Article 131** "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (*please check the applicable box*):

- ☐ **COMPLIES:** The San Francisco Contract Monitoring Division ("CMD") has certified that Bidder is in compliance with **Labor Code Article 131** of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of Bid opening.
- ☐ **COMPLIANCE PENDING:** Bidder has submitted Online Equal Benefits Declaration and all required documentation to the CMD seeking certification of compliance with Labor Code Article 131, and determination of compliance is pending review by the CMD. Bidder agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.
- ☐ **NON-COMPLIANCE:** Bidder acknowledges that full compliance with **Labor Code Article 131** is a condition precedent for award of the Contract, and if determined to be the low Bidder, Bidder will submit Online Equal Benefits Declaration and all required documentation within five working days after the date of Bid opening. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

Note: The text Labor Code Article 131 is available from the CMD, 1455 Market Street Suite 16A, San Francisco 94102, telephone (415) 581-2310 and posted on the Web at <https://www.sf.gov/comply-equal-benefits-program>. Compliance with the requirements of Article 131 is a condition precedent to receiving a contract. Non-compliant Bidders are advised to submit Online Equal Benefits Declaration and accompanying documentation to the CMD at the earliest possible opportunity to avoid delays in obtaining certification with these requirements; waiting to file during the 10 day period after Bid opening could cause delays.

*Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.*

*Bidder must submit this completed form with its Bid.*

END OF SECTION





SECTION 00 45 80  
NONCOLLUSION AFFIDAVIT

TO THE SAN FRANCISCO PORT COMMISSION, CITY AND COUNTY OF SAN FRANCISCO

In accordance with California Public Contract Code section 7106 the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

*Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bid Form shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

*Bidder must submit this form with its Bid.*

END OF SECTION



## SECTION 00 45 82

## CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION\*

The Bidder, by signing the attached Bid Form, under penalty of perjury, certifies that, except as noted below, the Bidder and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Bid been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Bidder is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Bid. The Bidder declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Bidder responsibility. For each exception noted above, Bidder shall indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

*\*Fulfills requirements of Title 49, CFR, Part 29*

*Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.*

*Bidder must submit this completed form with its Bid.*

END OF SECTION



## SECTION 00 49 00

## SUPPLEMENTARY BIDDING FORMS CHECKLIST

***To be submitted after bid opening for:***

**PIER 38 APRON DEMO  
(Port of San Francisco Contract No. 2886)**

- A. Within **5 working days** after the date of the Bid opening the apparent low Bidder and any other Bidder so requested shall submit the following completed forms and additional sheets as necessary:

- ☐ Experience Statement (Section 00 49 12).
- ☐ Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension (Section 00 49 14), completed by each subcontractor, lower-tier subcontractor and supplier for lower tier covered transactions of \$25,000 or more.
- ☐ Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15).
- ☐ Complete the form at: [Prequalify for Construction](https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/prequalify-construction) (url: <https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/prequalify-construction>).

Email above forms to: [constructionbids@sfport.com](mailto:constructionbids@sfport.com) except the Safety Pre-Qualification Form.

**END OF SECTION**



## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT dated for reference on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between \_\_\_\_\_ whose principal place of business is \_\_\_\_\_  
\_\_\_\_\_ ("CONTRACTOR"), and  
the City and County of San Francisco, State of California (the "CITY"), acting through the  
Executive Director (the "EXECUTIVE DIRECTOR") of the Port of San Francisco, under and by  
virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the San Francisco Port Commission (the "PORT") awarded this AGREEMENT to  
CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to PORT  
Resolution No. \_\_\_\_\_, as more fully appears in the formal record of the proceedings of  
the PORT:

**PIER 38 APRON DEMO  
(Port of San Francisco Contract No. 2886)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this  
AGREEMENT, promises and agrees to provide all services to construct the Project in accordance  
with the requirements of the Contract Documents, to perform the Work in good and workmanlike  
manner to the satisfaction of the EXECUTIVE DIRECTOR, to prosecute the Work with diligence  
from day to day to Final Completion, to furnish all construction work, labor and materials to be  
used in the execution and completion of the Work in accordance with the Contract Documents,  
and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and  
when required under the Contract Documents to the satisfaction of the EXECUTIVE DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time  
and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the  
other terms and conditions of the Contract Documents.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the [General Conditions \(Section 00 72 00\)](#). Any undefined term used in this AGREEMENT shall be given the definition set forth in the [General Conditions \(Section 00 72 00\)](#).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within **90** consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the EXECUTIVE DIRECTOR, and Finally Complete in accordance with Article 9 of the [General Conditions \(Section 00 72 00\)](#) within **60** consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the prosecution of the Work as indicated in the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the [General Conditions \(Section 00 72 00\)](#). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY's actual losses that result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 72 02 (Contract Time and Liquidated Damages) which represent reasonable estimates of actual losses the CITY will sustain for each calendar day that expires after the above Contract Times and the Work remains incomplete.

**ARTICLE 3 – CONTRACT SUM**

- 3.01 Contract Sum.
- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):
1. Lump sums for specified portions of the Work.
  2. Selected additive/deductive Alternate Bid Items.
- Total awarded contract amount: \$\_\_\_\_\_.
- The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.
- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.



- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

#### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction. San Francisco Administrative Code section 6.22(g) and Administrative Code Chapter 82. Refer to Section 00 73 31 for further information.

4.02 Prevailing Wages.

- A. Services to be performed by CONTRACTOR under this AGREEMENT may involve the performance of work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the San Francisco Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this AGREEMENT as if fully set forth herein and will apply to any Covered Services performed by CONTRACTOR and its subcontractors.
- B. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this AGREEMENT, are hereby incorporated as provisions of this AGREEMENT. Copies of the prevailing wage rates are available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by CONTRACTOR who perform Covered Services under this AGREEMENT. CONTRACTOR further agrees as follows:
1. As required by Section 6.22(e)(5) of the Administrative Code, CONTRACTOR shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this AGREEMENT, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.
  2. As required by Section 1771.4 of the California Labor Code, CONTRACTOR shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.
  3. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, CONTRACTOR shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services.

Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

4. The City will not process monthly progress payments which include payment for Covered Services until CONTRACTOR and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, CONTRACTOR and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. CONTRACTOR and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. CONTRACTOR shall submit payrolls to the City via the LCP Tracker ("LCP") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The CONTRACTOR and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the LCP. Use of the LCP may require CONTRACTOR and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. CONTRACTOR'S payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the LCP software. The City will provide basic training in the use of the LCP at a scheduled training session. CONTRACTOR and all Subcontractors that will perform Covered Services must attend the LCP training session. CONTRACTOR and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.
5. Covered Services to be performed under this AGREEMENT are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the San Francisco Office of Labor Standards Enforcement. CONTRACTOR and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

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

#### 4.03 Apprentices.

- A. CONTRACTOR and its subcontractors of every tier shall, as a material term of the AGREEMENT, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4 [commencing at section 3070], and section 1777.5 of the Labor Code) and San Francisco Administrative Code, section 6.22(n) with respect to Covered Services (as defined in Section 00 52 00-4.02 Prevailing Wages, above) that are performed under this AGREEMENT. CONTRACTOR shall be solely responsible for securing compliance with Labor Code section 1777.5 for all apprenticeable occupations.
1. CONTRACTOR shall comply with all requests by the City to provide proof that CONTRACTOR and all of its subcontractors at every tier are in compliance with the State Apprenticeship Program.
  2. CONTRACTOR shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.
- B. Should CONTRACTOR fail to comply with the apprenticeship requirements of Labor Code section 1777.5, CONTRACTOR shall be subject to the penalties prescribed in section 1777.7 of the Labor Code. The interpretation and enforcement of Labor Code section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- C. CONTRACTOR, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). CONTRACTOR shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

#### 4.04 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or

- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

- 4.05 Work Performed on a Major Construction Project. "Major Construction Project" means a public work to be performed within the geographic limits of the City that uses off-road equipment and that is estimated to require 20 or more cumulative days of work, including non-consecutive days, to complete. For such a Project, CONTRACTOR shall comply with Chapter 25 of the Environment Code, which also authorizes waivers as set forth in Environment Code Sections 25.5 and 25.7.

## ARTICLE 5 – NOTICES TO PARTIES

- 5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, or e-mail, and shall be addressed as follows:

To CITY: Construction Management, Engineering Division  
Port of San Francisco  
ATTN: Chief Harbor Engineer  
Pier 1, The Embarcadero  
San Francisco, CA 94111  
[constructionbids@sfport.com](mailto:constructionbids@sfport.com)

To CONTRACTOR: [Name of Contractor]  
[Company]  
[Mailing Address]  
[Email Address]

- 5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

## ARTICLE 6 – TERMINATION AND SURVIVAL

- 6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the [General Conditions \(Section 00 72 00\)](#).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in [Section 00 73 73](#), the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

CITY:

Recommended By:

Project Manager \_\_\_\_\_

Approved as to form:  
DAVID CHIU  
City Attorney

Chief Harbor Engineer: \_\_\_\_\_

By: \_\_\_\_\_

Deputy City Attorney

APPROVED::

\_\_\_\_\_  
Executive Director,  
Port of San Francisco

DATE

ATTEST:

Authorized by the  
SAN FRANCISCO PORT COMMISSION

By Port Memorandum dated: \_\_\_\_\_,  
20\_\_\_\_ copy attached herewith and marked Exhibit A.

END OF SECTION



## SECTION 00 61 13

## PERFORMANCE BOND AND PAYMENT (LABOR &amp; MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the San Francisco Port Commission of the City and County of San Francisco, State of California, acting through the Port Executive Director, has awarded to:

---

hereinafter designated as the "Principal", a Contract by Port Memorandum dated: \_\_\_\_\_, 20\_\_\_\_  
for:

**PIER 38 APRON DEMO**  
**(Port of San Francisco Contract No. 2886)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

---

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

(PAYMENT BOND)

---

and

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lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:  
David Chiu  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Principal

By: \_\_\_\_\_

Surety

By: \_\_\_\_\_

END OF SECTION



SECTION 00 72 00

GENERAL CONDITIONS

**General Conditions can be accessed at the following  
link: [007200-General-Conditions-SFPW-08-2015.docx](#)**





## SECTION 00 73 00

## SUPPLEMENTARY CONDITIONS

## 1.1 SUMMARY

- A. This Document includes supplements that amend, delete, or modify provisions of [Section 00 72 00, the General Conditions](#) of the City and County of San Francisco, as required for the Work of this Contract.
- B. All provisions that are not so modified shall remain in full force and effect.

## 1.2 ARTICLE 2

- A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:
  - "C. Contractor will be responsible for printing and maintaining an updated copy of the Plans and Specifications, at no additional cost to the Port. Contractor shall pay the reproduction costs of any additional sets required."

## 1.3 ARTICLE 3

- A. Amend Subparagraph 3.06B with the following new sub-subparagraphs:
  - "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to, the following:
    - a. Encroachment and night noise permits from the Port of San Francisco Permit Desk, Pier 1, The Embarcadero, San Francisco, telephone (415) 274-0554. Refer to Section 00 73 27 - Specific Project Requirements.
    - b. Special Traffic Permits from the Department of Parking and Traffic, Engineering Division, 1 So. Van Ness Avenue, 7<sup>th</sup> Floor, San Francisco, telephone (415) 701-4500.
    - c. Wastewater discharge permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321.
    - d. Combustible or flammable liquids permit from the San Francisco Fire Department.
    - e. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division."
- B. ADD paragraph 3.06K as follows:
  - "K. At the time that the Port transfers the [Building Permit](#), the Contractor assumes the roles and responsibilities of the Applicant."

## 1.4 ARTICLE 6

- A. Delete paragraph 6.06C, including all of its subparagraphs, and replace with the following new paragraphs:  
 “C. Contractor's Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category.

These markups provide for all indirect and overhead costs and profit:

Changed/Extra Work – Direct Costs	Markup Percentage
Contractor direct labor	15%
Contractor direct materials	15%
Contractor direct equipment	15%
Subcontractor (of any tier) direct	15%
Subcontractor/Supplier (of any tier) direct	15%
Subcontractor/Supplier (of any	15%

1. For Work performed by a Subcontractor or Supplier, Contractor shall receive a maximum 5 percent markup on the Subcontractor's total cost (total cost includes Subcontractor's direct costs plus applicable markups specified above). Such additional 5 percent markup shall reimburse Contractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.
2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a maximum 5 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 5 percent markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.
3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.”

END OF SECTION

## SECTION 00 73 02

## CONTRACT TIME AND LIQUIDATED DAMAGES

## 1.1 SUMMARY

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

## 1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the CITY, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of 90 consecutive calendar days including the date of the Notice to Proceed.
1. The date of the Notice to Proceed will be set on the Monday immediately following the certification of the Contract as required by the Controller's Office. If such Monday falls on a City Holiday, then the Notice to Proceed will be set on the following Tuesday after the certification of the Contract.
  2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
- B. Final Completion shall occur no later than 60 consecutive calendar days after the date of Notice of Substantial Completion.

## 1.3 LIQUIDATED DAMAGES

- A. The CITY and CONTRACTOR agree that the CITY will sustain actual damages from CONTRACTOR'S delayed performance of the Work but the amount and extent of such damages cannot be reasonably determined at this time or at execution of the Agreement for the Work. Therefore, the CITY and CONTRACTOR agree that the CONTRACTOR shall pay the CITY for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion, specified in Paragraph 1.2A (above), liquidated damages (but not as a penalty) according to the following schedule:
- Day 1 through 14: ..... \$167/day  
Day 15 through 28: ..... \$200/day  
Day 29 on: ..... \$1,000/day
- B. In addition, CONTRACTOR agrees that as liquidated damages (but not as a penalty) for delayed performance of Work, CONTRACTOR shall pay the CITY the sum of **two hundred dollars (\$ 200.00)** for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.

- C. Under the provisions of Section 6.25 of the San Francisco Administrative Code, liquidated damages in the amount of **one hundred dollars (\$100.00)** per day per each piece of off-road equipment and each off-road engine utilized to complete work on the project in violation of Environment Code Chapter 25.
- D. Contractor will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) per calendar day for each day Contractor fails to comply with the requirements for accessibility and placement of barricades.

#### 1.4 CONSTRUCTION SCHEDULE LIQUIDATED DAMAGES

- A. Failure to submit the required Construction Schedule shall result in the assessment of liquidated damages in the amount of two hundred dollars (\$200.00) per day which the Construction Schedule is delayed for each day beyond the period as specified in Section 01 32 16.

END OF SECTION

## SECTION 00 73 16

## INSURANCE REQUIREMENTS

## 1.1 SUMMARY

- A. This Document includes insurance requirements, which amend Article 10 of the General Conditions.

## 1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor (Prime) shall ensure that proper insurance is in place for itself and its subcontractors meeting the obligations outlined in the requirements. If the Prime is sub-contracting insurance coverage/s, it must ensure the applicable coverage/s (as applicable) is/are in place for that Work with minimum coverage/s as outlined in this Section.
- B. Contractor, or subcontractor(s) shall maintain in full force and effect, for the period covered by the Contract, the following insurance with the minimum specified coverage(s) as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury, or illness.
  2. Commercial and/or Marine General Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Basic Form Property Damage, and Completed Operations, as well as crane & riggers liability and mobile equipment, as applicable to the work under this agreement.
  3. Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as well as mobile equipment, as applicable. Such insurance shall include endorsement MCS-90 (U.S. DEPARTMENT OF TRANSPORTATION, Federal Motor Carrier Safety Administration) as required by law.
- C. Marine Insurance – In the event marine equipment, whether owned, operated or chartered, will be used by Contractor, or any of its subcontractors in the performance of Work under this agreement, shall insure, as applicable by laws and regulations, provide the following insurance:
1. U.S. Longshore and Harborworkers' Act Insurance; Jones Act; Workers' Compensation. As applicable, U.S. Longshore and Harborworkers' Act insurance in statutory amounts, and Jones Act insurance with workers' compensation insurance in statutory amounts and employer's liability limit not less than \$1,000,000 for each accident, injury or illness, covering all persons employed directly by Contractor in accordance with applicable law or statute.
  2. Watercraft Liability Insurance. Should Contractor or any subcontractor operate any watercraft in performing services under this contract, Contractor

shall maintain and cause subcontractor to maintain Protection and Indemnity insurance, with limits not less than \$25 million each occurrence, and with any deductible not to exceed \$10,000 each occurrence.

3. Water Pollution Insurance. Contractor shall purchase and maintain contractor's pollution liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Contractor's operations under this Agreement. The pollution liability insurance policy shall contain Minimum Liability Limits of \$5,000,000 per loss and \$5,000,000 Total All Losses.
  - i) The pollution liability insurance policy shall contain or be endorsed to include coverage for the following: (i) bodily injury (including death), property damage and environmental cleanup costs, both on-Site and off-Site; (ii) transportation of any waste, including loading/ unloading, from the Site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under the policy;
  - ii) The pollution liability insurance policy shall: (i) be primary and not contributory as to any coverage of the City; (ii) contain an appropriate cross-liability clause insuring Owner against any loss or damage to the City or City's property resulting from any acts or omissions of Contractor, its officers, employees, agents, servants or subcontractors; (iii) name the City as an additional insured; (iv) remain in effect for the life of this Agreement and at least 10 years beyond; (v) not be cancelled, modified, or terminated until the City has received not less than 30 days prior written notice thereof.
  - iii) Each subcontractor hired by Contractor to perform any Services under this Agreement must be covered by insurance of the same character and in the same amounts as required of Contractor, unless Contractor and the City mutually agree that reduced coverage is adequate due to the nature of the particular Services.
  - iv) Contractor shall not commence work under this Agreement until the insurance described in this section has been obtained, and certified copies of such insurance have been submitted and accepted by the City. Acceptance by the City of insurance submitted by Contractor does not relieve or decrease in any manner the liability of Contractor for performance of work under this Agreement.
  - v) The insurance coverage required by this clause shall be placed with insurers with a current A.M. Best's rating of no less than A-, unless otherwise approved by the Port of San Francisco.
4. Hull & Machinery. Hull coverage subject to A.I.H.C. (American Institute Hull Clauses) or equivalent coverage with limits not less than the agreed value of vessel and including voluntary removal of wreckage/debris. Under paragraph 1.4H below, provide Waiver of Subrogation.
5. An **umbrella** and/or **excess** liability policy may be used to meet the minimum



liability requirements provided that the coverage is written on a “following form” basis.

### 1.3 INSURANCE FOR OTHERS

- A. For liability insurance, Contractor shall include as additional insured, the City and County of San Francisco, the Port of San Francisco, their board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. To satisfy this requirement, Contractor shall provide the Port with policy endorsements in the form of ISO 20 10 (11 85) or equivalent.
- B. Other parties to be protected by Contractor's liability insurance shall be as follows:
  - 1. City's consultants and/or subconsultants: SCA and their subconsultant ETIC .
  - 2. Non-City Agencies: None.

### 1.4 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, Contractor shall furnish to the City certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's and, where applicable, subcontractors' insurance carrier identifying as additional insureds the parties indicated under Article “Insurance for Others” above, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of five working days, after the date on which the Contract is awarded, or after the emergency work is commenced, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.

- E. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10 days' notice shall be provided to City. Notice shall be provided to Port sent to:  
  
Port of San Francisco  
ATTN: Construction Management  
Pier 1, The Embarcadero  
San Francisco, CA 94111.
- H. All policies shall be endorsed to provide waivers of subrogation against City.
- I. Contractor, upon receipt of any such notice of cancellation, shall file with the City a certificate of insurance of the new or renewed policy or policies, including specified policy endorsements, at least 10 days before the effective date of such cancellation, change or expiration, or as soon as practicable before such effective date in case of non-payment of premium. Upon request, Contractor promptly shall furnish the City with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "I" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.
- L. The requirements contained in this section shall in no way be construed to limit or eliminate the liability of Contractor which arises from performance of the Work under this Agreement nor shall the purchase and maintenance of the insurance described in this section release Contractor from its respective obligations or liabilities under this Agreement. Contractor is responsible for any losses, claims, and costs of any kind which exceed the policy's Limits of Liability, or which may be outside the coverage scope of the policy described in this section.

1.5 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.

END OF SECTION



## SECTION 00 73 17

## CADD DOCUMENT LIABILITY WAIVER AND RELEASE

## 1.1 SUMMARY

- A. The City may issue to Contractor computer-aided design document (CADD) files, which were prepared for the City for the Work of Project, in electronic format for the limited purpose of facilitating Contractor's design of the Work.

## 1.2 PROJECT CONDITIONS

- A. The City's issuance of Project CADD files to Contractor is not a representation of the completeness or accuracy of the information contained in the files.
- B. Because Contractor is required to perform all Work in accordance with the requirements of only the printed versions of the Bid Documents for Project as originally issued or modified in accordance with the Contract Documents, Contractor shall review the CADD files for the same accuracy and completeness as the original printed versions prior to Contractor's use and shall certify that all information contained in said Project CADD files accurately conforms to said Contract Documents.
- C. Contractor agrees not to transmit to third parties or otherwise reuse Project CADD files without prior written consent of the City. Unauthorized use of Project CADD files shall be at the sole liability of the user.
- D. Contractor hereby agrees to release the City from inaccuracies, incompleteness, or discrepancies between Project CADD files and said printed versions of the Contract Documents.
- E. Contractor shall be responsible for all damages resulting in whole or in part from inaccuracies, incompleteness, or discrepancies between said Project CADD files and said printed versions of the Contract Documents.

END OF SECTION



## SECTION 00 73 27

## SPECIFIC PROJECT REQUIREMENTS

## 1.1 SUMMARY

- A. This Section includes special project conditions, environmental mitigation measures, and requirements for accessibility, controlling construction noise, use of potable water for construction, and air and water quality to comply with City regulations affecting construction Work at the Site.
- B. All requirements in this Section are incidental work, unless specified otherwise.
- C. Any and all provisions herein shall be applicable as to all work performed within the City and County of San Francisco.
  - 1. As for work performed outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall comply with any and all applicable federal, state, and/or local regulations concerning any and all matters addressed by Section 00 73 27 herein.
  - 2. Contractor shall be solely responsible and fully liable for any and all failures to comply with the aforementioned regulations, and shall unconditionally and fully indemnify the City for any damages resulting therefrom.

## 1.2 PROJECT CONDITIONS

- A. Contractor shall be responsible for all costs necessary to prevent its operations from violating any federal, state, or local governmental regulations and the requirements of the Contract Documents.
- B. If Contractor does not observe said regulations or the requirements specified herein, or promptly take all required remedial actions to the City's satisfaction, the City will withhold progress payments to Contractor until satisfactory compliance has been accomplished.
- C. The City will monitor Contractor's adherence to the requirements specified herein and will report on Contractor's compliance pursuant to California Assembly Bill 3180 (chapter 1232).
  - 1. Said monitoring and reporting activities may include, but are not limited to, qualitative, quantitative and video observations and data collection on the impacts of noise, air quality, traffic, street pavement damage, water quality, archaeology, and hazardous materials.
  - 2. Contractor shall cooperate with such monitoring activities, provide access to the Work Site to establish and secure monitoring stations, and make its facilities and records available to the City for performing such monitoring.
- D. Contractor shall be informed about, coordinate, schedule, and perform Work in consideration of adjacent property owners and other activities and construction work in the area.
  - 1. Contractor will be granted an equitable time extension for Unavoidable Delays caused by the City subject to the provisions of Paragraph 7.02 of the [General Conditions](#).

### 1.3 CONSTRUCTION NOISE REQUIREMENTS

- A. Contractor shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 274-72).
  - 1. Contractor shall be responsible for fines or violations pertaining to these ordinances, at no cost to the City.
  - 2. Provide advance notice to residents and affected businesses in the area of the Site of times, dates and location of construction activities.
  - 3. Coordinate and schedule Contractor's construction operations to conform to all City requirements and restrictions.
  - 4. Contractor shall implement mitigation controls to ensure compliance with the construction noise levels allowed. The maximum noise level from any powered construction equipment shall not be greater than 80 dBA at 100 feet. This translates to 86 dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
- B. Use appropriate construction methods and equipment and furnish and install acoustical barriers so that noise emanating from the construction will not exceed noise levels pursuant to the City's Noise Control Ordinance.
  - 1. Muffle and shield intakes and exhausts, shroud or shield impact tools, as feasible,
  - 2. Use electric-powered rather than diesel-powered construction equipment,
  - 3. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
  - 4. Equip pavement breakers and jackhammers with acoustically attenuating shield or shrouds.
  - 5. Select haul routes that minimize intrusion to residential areas.
  - 6. Select construction processes and techniques that create the lowest noise levels.
- C. Prepare a written Noise Control Program to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments as necessary. Implement the program and keep a copy at the project site to be submitted to the City Representative upon request.
- D. The City, at its own discretion, will monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to article 29 of the San Francisco Police Code, Contractor shall stop work for alternate methods and equipment or place restrictions on construction operations to further limit the noise as directed by the City.

### 1.4 NIGHT AND WEEKEND NOISE REQUIREMENTS

- A. Except as specifically set forth in these Specifications, Contractor shall not perform work between the hours of 8:00 p.m. and 7:00 a.m. of the following day if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property line, unless a noise permit therefor has been obtained pursuant to the Police Code section 2908.
  - 1. Apply for City noise permits through the City Representative at least 3 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents,



- including safety requirements, shall apply for all night, weekend, and holiday work performed.
2. If Contractor is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work between the hours of 8 p.m. and 7 a.m. or on weekends or holidays, the Contractor must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from and approved by the Port of San Francisco, Pier 1 The Embarcadero, San Francisco, CA 94111.
  3. Refer to [Section 00 72 00](#) for definition of Regular Working Hours.

## 1.5 AIR QUALITY REQUIREMENTS

- A. The Contractor shall provide dust control measures during construction in accordance with the requirements of the Contract Documents. Prior to starting Work at the site, the Contractor shall prepare a Dust Control Program to minimize potential public health impacts associated with visible dust emissions and air quality pollutants. Said dust control program shall include measures to minimize impacts to sensitive receptors associated with exposure to respirable nuisance dust (PM10) and the following requirements to achieve a goal of "No Visible Emissions". The Contractor shall implement the dust control program for the project duration and maintain a copy at the project site to be submitted to the City Representative upon request.
- B. Comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171,378). Failure to comply with DPW Order No. 171,378 shall subject Contractor to fines of \$1,000 per day for each day a violation is not corrected.
  1. Minimize dust generation to reduce health risks to workers and the public.
  2. Mist the immediate demolition area with a water spray to prevent airborne dust particles.
  3. Perform continuous water spraying during dust generating activities. Mist or spray in such a way as to prevent puddling or generation of runoff.
  4. Use dust enclosures, curtains, and dust collectors as necessary to control dust. The City may request dust scrubbers installation during demolition to minimize dust migration in the project site's occupied areas.
  5. Minimize the amount of demolition debris stored at the Site. Remove demolition debris, with the exception of hazardous materials or suspected hazardous materials, from the Site no later than the end of each workday.
  6. If hazardous materials or suspected hazardous materials are stored on Site, store such materials in accordance with all applicable Cal/EPA regulations, including providing storage in proper containers and protection from exposure to the elements. Remove such materials from the Site as soon as possible for disposal or recycling in accordance with applicable laws and regulations.
  7. Keep the Site and adjacent areas clean and perform wet sweeping at the end of each shift.
  8. Load haul trucks, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
  9. Clean up spillage on City streets, whether directly or indirectly caused by Contractor's operations.

10. Stockpiles soil, sand and other materials; shall be covered and protected at the end of the shift
- C. Comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) regulation 6 (for particulate matter and visible emissions), regulation 7 "Odorous Substances," regulation 11 "Hazardous Pollutants," and the California Health and Safety Code division 26 "Air Resource", chapter 3 "Emission Limitations", section 41700 "Prohibited Conduct," and related regulations. Notify the BAAQMD 10 working days prior to commencing demolition or hazardous materials abatement work.
1. Such notification shall include the names and addresses of operations and persons responsible; description and location of the structure to be demolished or altered including size, age and prior use, and the approximate amount of friable asbestos; scheduled starting and completion dates of demolition or abatement; nature of planned work and methods to be employed; procedures to be employed to meet BAAQMD requirements; and the name and location of the disposal site.
  2. The BAAQMD randomly inspects removal operations and will respond to any complaints received. Cooperate and facilitate all BAAQMD authorized inspections.
- D. Implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
1. Preventing the accumulation of toxic concentrations of chemicals.
  2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
  3. Limiting vehicle speed limit on unpaved roads to 15 miles per hour (mph).
  4. Prohibiting idling motors when equipment is not in use or when truck are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
  5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
  6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
  7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
  8. Use the minimum practical engine size for construction equipment.
  9. Gasoline-powered equipment shall be equipped with catalytic converters, where feasible.
  10. Implement specific maintenance programs to reduce emissions from equipment that would be in frequent use for much of the demolition and construction periods.

#### 1.6 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

- A. Maintain work areas and adjacent public right-of-ways in orderly and safe condition. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis, and as often as determined by the City.
- B. Control the accumulation of waste materials and debris; collect waste from construction areas and the project site, daily. Remove accumulations of debris

surplus materials and trash from the site at the end of each working day or at frequent intervals or as directed by the City. Burying or burning of trash and debris on the site is not permitted

- C. Perform the work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in work areas and adjacent areas.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose these types of materials in a lawful manner. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
- E. For storage areas, ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Contract.
  - 1. Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
  - 2. Immediately remove materials deposited outside of approved storage areas.

#### 1.7 PARKING RESTRICTIONS

- A. Parking: The Port will not be responsible for providing security or parking for the Contractor. The Contractor may request parking spaces from the Port Property Manager. Contractor shall coordinate parking with the Port Property Manager at the start of construction. The Property Manager may limit the parking availability to the Contractor.
- B. Vehicle Towing: When a vehicle is removed from a street at the request of the Contractor and a post-storage hearing determines that as a result of the Contractor's improper posting of required signs, reasonable grounds did not exist for removal, the responsible Contractor shall reimburse the City for cost incurred in storage and towing.

END OF SECTION



## SECTION 00 73 31

## CITYBUILD/FIRST SOURCE REFERRAL PROGRAM

## 1.1 SUMMARY

- A. This Section 00 73 31 incorporates applicable requirements of the City's First Source Hiring Program (San Francisco Administrative Code Chapter 83), which generally requires contractors, when hiring, to provide hiring opportunities to economically disadvantaged persons as defined in Chapter 83.
- B. The CITYBUILD Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development ("OEWD") administers the CITYBUILD Referral Program by working with education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CITYBUILD Referral Program is to fill every hiring opportunity with a CITYBUILD Referral who is trained and prepared to enter the construction industry workforce.
- C. Contractor agrees to participate in the CITYBUILD Referral Program.
- D. The CITYBUILD workforce goals, and the program requirements for achieving such goals, are set forth below.
- E. As part of its participation, Contractor shall incorporate the provisions of this Section 00 73 31 into any subcontract on this Project (regardless of tier) in excess of \$350,000, and shall require its subcontractors to do the same.
- F. For any Contract subject to a Project Labor Agreement ("PLA"), this Section 00 73 31 shall remain in effect. In the event of a conflict between this Section 00 73 31 and a PLA, the terms and conditions of the PLA shall control.

## 1.2 DEFINITIONS

For the purposes of this Section 00 73 31 only, the following definitions shall apply:

- A. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.
- B. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as determined by OEWD or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.
- C. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

- D. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.
- E. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.
- F. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.
- G. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

### 1.3 CITYBUILD WORKFORCE GOAL

- A. Contractors are required to work in good faith with the City's Office of Economic and Workforce Development (OEWD) to employ San Francisco residents in 50% of all new hiring opportunities.
- B. Contractors must provide CityBuild with a list of Core Employees who will be working on the project, and must notify CityBuild of all new hiring opportunities.
- C. Core Employees are defined as workers who are documented on contractor's active payroll 60 of the previous 100 working days prior to award of contract. New hiring opportunities are work that will not be performed by a contractor's Core Employees. CityBuild has the discretion to require contractors to submit payroll records to verify that employees listed meet the definition of Core Employees.

### 1.4 CITYBUILD REFERRAL PROGRAM REQUIREMENTS

- A. Contractor shall make good faith efforts to achieve the CITYBUILD workforce participation goal, as follows:
  - 1. Within 30 days of award of the Contract, provide written notification to CITYBUILD staff as to the number of hiring opportunities the Contractor and its subcontractors have available for new hires, by completing CITYBUILD [Form 1 Workforce Projections](#).
  - 2. [Form 3: Job Notice](#) should be submitted to CityBuild at least 3 business days in advance of a new hire start date.
  - 3. Instruct all foremen, superintendents, and other on-site supervisory personnel as to the CITYBUILD program and the program requirements.
  - 4. ATTEND AND NOTIFY ALL SUBCONTRACTORS AS TO THE MANDATORY PRE-CONSTRUCTION MEETING as described in paragraph 1.5 below.
  - 5. Ensure that all CITYBUILD referrals engage in meaningful work that will provide advancement in the person's specific trade.
  - 6. Designate a responsible official to monitor all employment-related activity, and to work with CITYBUILD staff.
  - 7. Comply with the documentation requirements as set forth in paragraph 1.6 below.

8. In the event of the termination of any CITYBUILD referral, contractor must submit notice to CITYBUILD and reserve the position for another referral through the CITYBUILD system.
- B. The final decision to hire a CITYBUILD referral shall be made by the hiring Contractor or subcontractor.
- C. If the Contractor or a Subcontractor is signatory to a collective bargaining agreement with a trade union, the Contractor and/or Subcontractor shall notify the appropriate union(s) of the Contractor's/Subcontractor's good faith obligations under this Section 00 73 31 and shall request assistance from the union(s) in providing hiring opportunities for qualified CITYBUILD referrals. If a collective bargaining agreement allows for "name call" opportunities, then the Contractor or Subcontractor should reserve a requisite number of its "name call" opportunities to meet its good faith efforts obligations for participation in the CITYBUILD referral program. This Section 00 73 31 is not intended to interfere or conflict with any collective bargaining agreement or union membership, but rather to promote hiring opportunities to the extent such goals may be met consistent with the requirements of such agreements.
- D. Contractor or its Subcontractors may decline to hire a referral if the Contractor/Subcontractor considers the referral in good faith but deems the referral not qualified. Once a referral is hired, Contractor/Subcontractor may refer-back a referral to the CITYBUILD program within eight working days of the date of employment. Contractor/Subcontractor may decline or refer-back a referral only upon a written statement as to why the referral was unsuitable to Contractor. CITYBUILD will endeavor to replace the referral as soon as possible.
- E. In the employment of CITYBUILD referrals who are or who become registered apprentices, Contractor must maintain the proper ratio of apprentices to journeymen for each trade on the job site. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must commit to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Unless otherwise permitted by law, trainees must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or the California Department of Industrial Relations, Division of Apprenticeship Standards. Courses offered by City College of San Francisco and other community college districts or comparable institutions will also be considered.
- F. Contractor shall comply with its obligations under this program, and shall make a good faith effort to achieve each goal in each trade in which it has employees performing work for the Project. The overall good faith performance by other contractors or subcontractors toward the goal does not excuse any covered contractor's failure to make good faith efforts to achieve the goals.

### 1.5 PRECONSTRUCTION MEETING

- A. Prior to commencement of construction, Contractor shall attend a preconstruction meeting convened by CITYBUILD staff. Representatives from the Contractor/Subcontractor(s) must have hiring authority.
- B. Any Subcontractor at any tier whose contract is subject to CITYBUILD participation, who does not attend such a meeting, shall not be permitted on the job site, and any resulting delay to the work under this Contract shall be considered the Contractor's avoidable delay. CITYBUILD staff shall convene additional preconstruction meetings within 24 hours of the Contractor's request. The Contractor shall endeavor to include as many prospective subcontractors as possible at these meetings in order not to protract unduly the number of meetings.
- C. Failure to comply with this preconstruction meeting provision may result in the City ordering a suspension of work by the Contractor until the breach has been cured; any delay resulting from such suspension shall be considered the fault of the Contractor and an avoidable delay.
- D. Contractors performing a public work or improvement project in San Francisco that is covered by the First Source Hiring provisions or Local Hiring requirements are required to complete and submit a Workforce Projection Form (Form 1) prior to starting work.  
<https://oewd.org/sites/default/files/Documents/Form%201%20Local%20Hiring%20Workforce%20Projection-%2005.13.11.doc>

### 1.6 DOCUMENTATION AND RECORDS

- A. Upon request by CITYBUILD program staff, Contractor shall promptly make available all payroll documentation and records required under San Francisco Administrative Code Chapter 6.
- B. Contractor shall permit representatives of CITYBUILD staff to interview employees during working hours on the Project site.
- C. Upon request by CITYBUILD program staff, Contractor shall provide documentation of its good faith efforts as required under this Section 00 73 31. To facilitate review by CITYBUILD staff, the Contractor shall maintain a CITYBUILD compliance binder on the project site which shall include copies of the Contractor's and Subcontractors' Form 1s and 2s, referrals received, and any other relevant information supporting good faith efforts under this Section 00 73 31.

### 1.7 PROGRESS PAYMENTS

- A. Failure to demonstrate good faith efforts in conformance with the provisions of this Section 00 73 31 may result in the withholding of progress payments under this Contract.



## 1.8 LIQUIDATED DAMAGES

- A. The Contractor and its subcontractors acknowledge and agree that their commitment to comply with the CITYBUILD referral program is a material element of the City's consideration for this Contract; that the failure of the Contractor or its subcontractors to comply with the terms and conditions of this Specification Section 00 73 31 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible-to-quantify harm that this community and its families suffer as a result of unemployment.
- B. Liquidated Damages may be assessed for each instance of non-compliance: \$5,000 for the first "New Hire" not properly noticed and \$10,000 for each subsequent violation.
- C. Failure to comply may lead to delay in release of permits by the Department of Building Inspections.
- D. A Corrective Action Plan may be negotiated to avoid penalties.

## 1.9 TERM

- A. The obligations of the Contractor and its subcontractors with respect to their construction work forces, as set forth in this Program, shall remain in effect until Substantial Completion of all work to be performed by the Contractor under the terms and conditions of this Contract.

END OF SECTION



## SECTION 00 73 73

## STATUTORY REQUIREMENTS

## 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

## 1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

## 1.3 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Labor Code Article 131.** The provisions of Article 131 are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§131.2 and 132.3 of the Labor Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §131.2.

- 1.4 directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means **REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES**
- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in Labor Code Article 111. The provisions of Article 111, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- 1.5 **REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**
- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Labor Code Article 121.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in Labor Code Article 121. The provisions of Article 121, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- 1.6 **MACBRIDE PRINCIPLES - NORTHERN IRELAND**
- A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.
- 1.7 **PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY**
- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.
- 1.8 **LIMITATIONS ON CONTRIBUTIONS**
- A. By executing the [Agreement \(Section 00 52 00\)](#), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such

contract or twelve months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

#### 1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

#### 1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
  - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
  - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

#### 1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

- A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood

wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

#### 1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

#### 1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

#### 1.14 RESERVED

#### 1.15 SUNSHINE ORDINANCE

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

#### 1.16 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to

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

#### 1.17 CLEAN CONSTRUCTION

- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code. The provisions of Section 6.25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

#### 1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Article 142 of Division II of the San Francisco Labor and Employment Code, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 of Division II of the Labor and Employment Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. The provisions of Article 142 of Division II of the Labor and Employment Code are available on the web at <https://www.sf.gov/information/fair-chance-ordinance>. A partial listing of some of Contractor's obligations under Article 142 of Division II of the Labor and Employment Code is set forth in this Section. Contractor is required to comply with all of the applicable provisions of Article 142 of Division II of the Labor and Employment Code, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Article 142 of Division II of the Labor and Employment Code.
- B. The requirements of Article 142 of Division II of the Labor and Employment Code shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply

only to applicants and employees who would be or are performing work in furtherance of this Agreement.

- C. Contractor shall incorporate by reference in all subcontracts the provisions of Article 142 of Division II of the Labor and Employment Code, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142 of Division II of the Labor and Employment Code.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- H. Contractor understands and agrees that if it fails to comply with the requirements of Article 142 of Division II of the Labor and Employment Code, the City shall have the right to pursue any rights or remedies available under Article 142 of Division II of the Labor and Employment Code, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

#### 1.19 REQUIREMENTS FOR USING WATER FOR CONSTRUCTION



- A. Contractor shall comply with Article 21 of the San Francisco Public Works Code, which restricts the use of potable water for soil compaction and dust control activities to the extent not directly in conflict with any applicable federal, state, or local law.
- B. At this time, recycled water is not available from the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE). If Contractor wants to use potable water for soil compaction or dust control activities, Contractor must request permission from SFPUC Water Resources Recycled Water Program Administrator, Annahita Fallah ([recycledwater@sfwater.org](mailto:recycledwater@sfwater.org)), and provide any information requested regarding the unavailability of recycled water, well water, or groundwater within 10 miles of the project site, and follow the requirements set forth in subparagraph 3.04C.
- C. Potable Water:
  - 1. Contractors will be directed to the SFPUC, Customer Service Bureau (CSB), at 525 Golden Gate Avenue, San Francisco, to complete a potable hydrant meter application. Once the application has been completed and approved, CSB will provide Contractor with a receipt.
  - 2. Contractor shall pay the costs of permit fees, connection fees, meters, and all water usage furnished by the SFPUC under the established water service account. The City will not reimburse these costs.
  - 3. Contractor shall bring the receipt as proof of payment to the City Distribution Division (CDD) at 1990 Newcomb Street, San Francisco, to collect the hydrant meter. Contractor shall bring the meter to CDD monthly for readings and payments.

#### 1.20 OFAC SDN BANNED INDIVIDUALS AND COMPANIES

- A. CONTRACTOR represents and warrants that neither it nor any subcontractors, suppliers, or consultants of any tier that it plans to utilize on the Project is listed with the US Treasury's Office of Foreign Asset Control's ("OFAC") as a Specially Designated National ("SDN") banned individual or company ("Sanctioned Entity"). The OFAC SDN banned individuals and companies online search tool is located at: <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>
- B. If it is determined that CONTRACTOR or any subcontractors, suppliers, or consultants of any tier used in connection with the Project becomes a Sanctioned Entity before the end of the Contract Term, the City or other government agency may take steps to comply with federal and state law. Those steps may include requiring replacement of the banned individual or company at no cost to the City, or termination of the Contract for cause or default.
- C. If CONTRACTOR enters into a lower tier transaction in connection with the Project with a supplier, subcontractor or consultant who is a Sanctioned Entity or is suspended, debarred, ineligible, or voluntarily excluded from participation in the

Contract for this project, in addition to other remedies available, the City or other government agency may terminate the Contract for cause or default.

END OF SECTION