



**City and County of San Francisco
PORT OF SAN FRANCISCO**

**FISHERMAN'S WHARF FORWARD-TAYLOR STREET
PUBLIC PLAZA**

CONTRACT NO. 2894

PROJECT MANUAL

VOLUME 1 OF 3

(Division 00)

10/2025

Each Bid shall be enclosed in an envelope bearing the description:
"BID FOR FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA (Port of San
Francisco Contract No. 2894)".

IMPORTANT SPECIAL NOTICE

- This Contract includes the City's 30% goal per Trade Local Hiring Requirements. Refer to Section 00 73 30 for more details, and visit the Office of Economic and Workforce Development website at:
<https://sf.gov/information/local-hire-construction>
- 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 1.22 [Restricted Communications Prior to Contract Award](#)

SECTION 00 01 07

SEALS PAGE

The various portions of the specifications and other contract documents for project "FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA," Port of San Francisco Contract No. 2894, have been prepared under the direction of the following design professionals, licensed in the State of California.

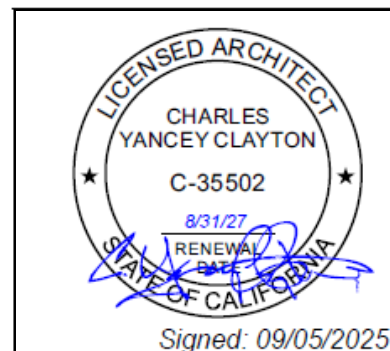
CIVIL ENGINEER

*Kevin B. Clinch**Arcadis**C48926*

STRUCTURAL ENGINEER

*Maureen C. Joyce**Ryan Joyce Structural Design**S5068*

ARCHITECT

*Charles Yancey Clayton**Arcadis**C-35502*

MECHANICAL ENGINEER

Neil H Joson
SJ Engineers
M21379



ELECTRICAL ENGINEER

Edward K. S. Wong
F. W. Associates, Inc.
E10436



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SECTION 00 11 13

ADVERTISEMENT FOR BIDS

This Document includes a facsimile of the legal notice informing all qualified Bidders of the City's intent to solicit and receive Bids for the construction of the Project covered by the Bid Documents as defined herein for Contract No. 2894.

INVITATION FOR BIDS
For
Contract No. 2894
FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA

Optional Pre-Bid Meeting (and ensuing Jobsite visit): October 9, 2025, 11:00 AM-12:00 PM,

Join on your computer, mobile app or room device

Meeting ID: 215 274 625 871 9

Passcode: Tn2MG7QL

Dial in by phone

[+1 415-906-4659,668596941#](tel:+14159064659668596941) United States, San Francisco

[Find a local number](#)

Phone conference ID: 668 596 941#

Bids shall be submitted via email to constructionbids@sfport.com prior to the due date and time with the following in the **Subject: "CITY PROJECT: BID CONTRACT NO. 2894"**.

Hard copy bids shall be postmark stamped by due date or earlier. For more details see Section 00 21 13, Article 1.15.

Bids will be opened and read in public via Microsoft Teams meeting on October 31, 1:00 PM-1:30 PM

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 276 681 428 169 9

Passcode: qu9no3nz

Dial in by phone

[+1 415-906-4659,886357529#](tel:+14159064659886357529) United States, San Francisco

[Find a local number](#)

Phone conference ID: 886 357 529#

The Port of San Francisco (the "Port") announces an Invitation for Bids ("IFB") for construction on FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA in San Francisco, CA. The work will consist of the construction of a new public plaza (approximately 6,000 sf), including pile repairs, utility modifications, and installation of new furnishing and lighting.

For more information, contact the Project Manager, Chris Horiuchi at 415-609-5840.

Contract Estimate:	\$3,500,000
Time Allowed for Completion:	150 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 = 10%
Partnering Requirements:	Partnering Level 2 Refer to Section 01 31 33 for details.

Bid discounts may be applied as per San Francisco Administrative Code Chapter 14B. The LBE subcontracting requirement can only be met with CMD certified San Francisco Micro and Small-LBEs. Prime and Joint Venture level LBE participation cannot be counted towards meeting the established LBE subcontracting requirement. LBE subcontractors must be certified with CMD in the scope of work they are being listed to perform. All Bidders shall submit documented Good Faith efforts with their Bids as directed on CMD Form 2B, except those who exceed the above-stated subcontracting requirement by at least 35%. Refer to CMD [Attachment 1](#). Failure to comply with Chapter 14B requirements may result in a Bid being deemed non-responsive and ineligible for Contract award, refer to Section 00 22 11. Please contact Melinda Kanios at (415) 274-0511 and Melinda.Kanios@sfgov.org for further information.

In addition, the Port of San Francisco seeks to promote diversity within its contracting opportunities. Thus, the Port of San Francisco strongly encourages bids from Bidders that optimize the use of S.F. Small and Micro-LBE certified subcontracting firms. The Port of San Francisco also seeks to further optimize the use of contractor teams that reflect the diversity of the City and County of San Francisco. As such, the City recommends that Bidders consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.

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 with at least five (5) years of experience working on related projects, such as either public plazas or wharf repairs; and
2. Contractor shall have documented experience in performing a minimum of three (3) similar construction projects of at least \$2 million with similar work as shown in the Contract Documents over the last 5 years; and
3. Contractor shall have documented experience with a minimum three (3) public works projects over the last 5 years, and
4. Safety Qualification: Complete the [Safety Pre-Qualification Form](https://sfwps.convertcalculator.com/safety-prequal/) (<https://sfwps.convertcalculator.com/safety-prequal/>), and submit the required OSHA 300A forms to prequal@sfgwater.org.

Bid security in the form of a corporate surety bond or an irrevocable letter of credit (or certified check if required bid security is \$15,000 or less) for ten percent (10%) of the amount bid must accompany each bid. For information on the City's Surety Bond Program, call Jennifer Elmore at (415) 217-6578.

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 and County of San Francisco until such time as (a) the Port Commission approves the contract for award and (b) the Port Executive Director or designee then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

In accordance with San Francisco Administrative Code Chapter 6, Section 6.4, Contractor shall use to the maximum extent possible, recycled content materials, rather than virgin materials.

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.

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."

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. Contractors and subcontractors performing a Public Work or Improvement for the City shall comply with the requirements of A7.204 of the San Francisco Charter, Administrative Code Section 6.22(e), Articles 101 through 107 of the Labor and Employment Code, and California Labor Code section 1770 et seq., as applicable.

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 Division II, Article 131 of the San Francisco Labor and Employment Code (formerly San Francisco Administrative Code, Chapter 12P), Minimum Compensation Ordinance.

Pursuant to [San Francisco Administrative Code Section 6.25](#), "Clean Construction is required for the performance of all work unless a waiver of all or part of the requirements of that Chapter has been granted under Sections 25.5 or 25.7."

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,



Sep 22, 2025

Matthew N. Bell, 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 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.

1.2 DRAWING INDEX

- A. The Drawings, entitled "FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA" and dated October 1, 2025, are incorporated as Contract Documents.

1.3 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 following "Project Manager":

Port of San Francisco
City and County of San Francisco
Chris Horiuchi
C: 415.609.5840
E: christopher.horiuchi@sfport.com
- C. For questions on CMD bid documents and submittal of required CMD Forms, contact the following "Contract Compliance Officer":

Melinda Kanios
Contract Monitoring Division
1155 Market Street, 4th Floor
San Francisco, CA 94103
Telephone: 415-274-0511
Email: Melinda.Kanios@sfgov.org

1.4 RESERVED

1.5 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, constructionbids@sfgov.com.
 - 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.

1.6 QUESTIONS ON BID DOCUMENTS, ADDENDA, SUBSTITUTIONS

- A. 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), issued with the Bid Documents as a fillable Word file, and submit the same by email to the Project Engineer/Architect as specified on the form. The City may not answer questions received less than 10 calendar days prior to the date for opening Bids.
- 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). Refer to Section 00 43 20 for additional instructions.
- C. Substitutions: The products specified in the Bid Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable to the City. To obtain acceptance of unspecified "or equal" products, systems, materials, or services, Bidders shall submit a completed QBD form accompanied by a Request for Substitution form (Section 00 49 18) and required supporting documentation. The City will consider properly-completed substitution requests submitted no later than 10 calendar days prior to the date for opening bids. After that date, the City will not accept substitution requests during the Bid period.
 - 1. The burden of proof of the merit of the proposed substitute item is upon the Bidder. Insufficient information will be grounds for rejection of a proposed substitution.
 - 2. The City's decision of approval or disapproval of a proposed substitute item will be final and conclusive as to all Bidders.
 - 3. If the City approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
 - 4. Refer to Article "Information to be Submitted after Bid Opening" for requirements regarding requests for substitution submitted by the successful Bidder after award of the Contract.
 - 5. Bidders must base their Bids on materials, products, services and systems specified in the Contract Documents or listed by name in Addenda.

1.7 PRE-BID CONFERENCE

- A. Attendance at the Pre-Bid Conference is highly recommended but not required.
- B. All bidders who attend the Pre-Bid Conference will receive 15 points toward the required "good faith efforts". Refer to Section 00 22 11-1.5 and CMD Form 2B for more details.

1.8 BID SECURITY

- A. A Bid Security, in an amount equal to 10 percent of the total Bid Price, shall be submitted with each Bid. The City will reject as non-responsive any Bid submitted without the necessary Bid Security.
1. Hardcopy Bid Security.
 2. The original hardcopy Bid Security shall be mailed in a sealed envelope and **postmarked** no later than the date of Bid opening and addressed to:

**Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
ATTN: Bid Security for Contract No. XXXX**
- B. The bid security may be in the form of a corporate surety bond, a certified check payable on sight to the City and County of San Francisco (for Bid Security amounts less than or equal to \$15,000), or an irrevocable standby letter of credit, on a bank or trust company doing business and having an office in the State of California, having a combined capital and surplus of at least \$50,000,000, and subject to supervision and examination by Federal or State authority, as provided for in San Francisco Administrative Code ("Administrative Code") Section 6.21(a)(4).
- C. If a Bidder uses a Bid Bond for its Bid Security, the Bidder must use a hardcopy version of the Bid Bond form provided by the City (Section 00 43 13) or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form. A Bidder's failure to use the City's Bid Bond form may result in rejection of the Bidder's Bid.
- D. If a Bid Bond is submitted, the Bond must be duly executed on behalf of the surety in accordance with applicable law. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Submitted Bid Bonds must contain ORIGINAL signatures of both surety and principal. Bid Bonds which do not contain original signatures (photocopies are not acceptable) will be rejected. In addition, the surety executing the Bid Bond must be legally authorized to engage in the business of furnishing surety bonds in the State of California, and must have either a current A.M. Best Rating of not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570).
- E. If an irrevocable standby letter of credit is submitted, Bidder must submit the letter on a form provided by the City. If Bidder intends to submit an irrevocable letter with its Bid, it must notify the Contract Administrator at least 5 working days prior to the date of Bid opening.
- F. If the successful Bidder fails to execute the Contract and/or furnish all items required by the Bid Documents within the time limits specified, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable

for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

1.9 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), Labor and Employment Code Articles 101 through 107, **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. Refer to the Advertisement for Bids (Section 00 11 13) for the Prime Contractor's license requirements.
- H. Pursuant to Labor and Employment 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 Articles 131 and 132 of the Labor and Employment Code, Nondiscrimination in Contracts and Benefits form (refer to CMD website) and submit the completed form and required documentation within 5 working days after the official date of Bid opening to the CMD for approval.
 3. If said form is not submitted timely or the CMD determines that Bidder is non-compliant, then Bidder may be deemed non-responsive and its Bid may be rejected.

1.10 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 10 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.
- 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.

1.11 CONTRACTOR BIDDER QUALIFICATIONS

- A. As a condition to the award of the Contract, apparent low Bidder, and any other Bidder so requested, shall submit to the Contract Administrator the information required by this Article "Contractor Bidder Qualifications" regarding the qualifications and experience of Bidder and certain proposed key team members and entities (i.e., Subcontractors and/or Suppliers) proposed to perform the Work. Failure to timely provide and furnish complete information prior to contract award may result in a determination that Bidder is not responsive or responsible and result in the rejection of Bidder's bid. No award will be made to a Bidder until that Bidder submits complete qualification information to the City.

1. Specifically, the Bidder shall submit with its Bid (i) a completed Bidder's Qualifications form (Section 00 45 13), and (ii) a completed and executed Release and Waiver Agreement (Section 00 45 16).
 2. To evaluate Bidder's ability to perform the Work in accordance with the Contract Documents to the City's satisfaction, the City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, Suppliers, key personnel and other persons and organizations as City deems necessary to assist in its evaluation of Bidder's Bid and to establish Bidder's responsibility.
- B. The Contractor Bidder Qualifications for this Contract include:
1. Valid contractor's license for Class "A" issued by the California Contractor's State Licensing Board with at least five (5) years of experience working on related projects, such as either public plazas or wharf repairs; and
 2. Contractor shall have documented experience in performing a minimum of three (3) similar construction projects of at least \$2 million with similar work as shown in the Contract Documents over the last 5 years; and
 3. Contractor shall have documented experience with a minimum three (3) public works projects over the last 5 years, and
 4. Safety Qualification: Complete the [Safety Pre-Qualification Form \(https://sfwps.convertcalculator.com/safety-prequal/\)](https://sfwps.convertcalculator.com/safety-prequal/), and submit the required OSHA 300A forms to prequal@sfwater.org.

1.12 LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM

- A. Bidder shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and CMD [Attachment 1](#) – Requirements for Construction Contracts. The LBE subcontractor participation requirement for this Contract is 10%. Please refer to Section 00 22 11 – Supplementary Instructions to Bidders: Local Business Enterprise (LBE) Program Subcontractor Participation Requirements and Non-Discrimination Requirements.
- B. Please read CMD [Attachment 1](#) carefully and in its entirety. A copy of CMD Attachment 1 and CMD Forms (2B, 3, 6, 6A, 7, 8, 9, and 10) are included in Section 00 22 11. Bidder may also refer to the following CMD website to download a copy of CMD Attachment 1: <https://sf.gov/sites/default/files/2022-11/CMD%20Attachment%201%20-%207.1.22%20PDF%20Fillable.pdf>
- C. The City strongly encourages bids from qualified LBEs.

1.13 SURETY BOND PROGRAM

- A. Bidders are alerted to the City's surety bond program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the SF Port. For further information regarding enrollment eligibility and program services contact Jennifer Elmore of Merriwether & Williams Insurance Services (415) 217-6578 or bond@imwis.com.

1.14 LOCAL HIRING REQUIREMENTS

- A. The San Francisco Local 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 30 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>. 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.

1.15 SUBMISSION OF BIDS

- A. Bids shall be submitted to the Port as specified in these instructions. The City may decline to accept Bids received after the specified date and time or that do not comply with these instructions.
- B. Bidder shall fill in all blanks as appropriate on the Bid Form (Section 00 41 00) and shall submit with its Bid all those forms listed in the Bidding Forms Checklist (Section 00 40 13), properly completed and executed as needed.
- C. **Bidders shall submit signed (scanned) Bids via email to constructionbids@sfport.com prior to the deadline specified in the Advertisement for Bids, Section 00 11 13.**
- D. Bids shall be submitted via email to constructionbids@sfport.com with the following **Subject/Title: BID CONTRACT NO. XXXXJ. *Because Bids are opened online, submitting a hard copy alone is unacceptable and may result in a nonresponsive Bid.*** Bidders may access the Live Bid Opening via Microsoft Teams teleconference described in the Advertisement for Bids, Section 00 11 13. Bidders may submit their bids multiple times, as information changes.
- E. Bids will be opened and read in public virtually via Microsoft Teams meeting. Refer to

the Advertisement for Bids, Section 00 11 13. Subsequently, the Port will publish the Bid Summary online and email to Plan Holders.

- F. In addition to submitting bids via email as described above, original executed versions of all Bids shall be mailed to the following address, with postmark stamped by the Opening Date or earlier:

**Port of San Francisco Offices – Engineering Division
Pier 1, The Embarcadero
San Francisco, CA 94111**

Hard copy bids shall be addressed to the Port and designated as "**Bid for City Project (Port of San Francisco Contract No. 2894).**" Envelopes shall bear the name and address of the Bidder.

- G. If the Bidder sends the hard copy Bid by messenger service, the Port's office hours are from 8:00AM to 5:00PM Monday through Friday, with exception of Holidays.
- H. Hard copy bids will be compared to the electronic submittal. If discrepancies or inconsistencies are found, then the Bid may be deemed non-responsive.
- I. The Port reserves the right in its sole discretion to allow the successful Bidder a period of time reasonable under the circumstances after Bid opening, 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 Bid if such forms or documents are not properly submitted within the time allotted by the Port.
- J. Bids 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 qualified.
- K. All Bid data, except signatures, shall be typed or printed legibly in non-erasable ink, with all strikeovers and corrections initialed by the person signing the Bid.
- L. Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid 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 Bid 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. **Bidder shall furnish satisfactory evidence that the Bidder is currently registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5.**
- M. The Port reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

- N. The Port may furnish Bid tabulations to a Bidder who requests said information. Bidders requesting information on the Bid results shall make such requests in writing at least 24 hours after the date/time for Bid Opening to: constructionbids@sfport.com

1.16 INFORMATION TO BE SUBMITTED AFTER BID OPENING

- A. After the Bid Opening, required Bidders 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. Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) completed by each subcontractor, lower-tier subcontractor and supplier for lower tier covered transactions of \$25,000 or more.
 2. 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.
- C. CMD [Attachment 1](#): Forms 3, 6, and 6A. – Refer to Supplementary Instructions to Bidders, Local Business Enterprise (LBE) Program (Section 00 22 11), for detailed information regarding CMD submittal requirements after bid opening.
- D. Requests For Product Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution after Bid opening, said Bidder must make such request within the time limit following the date of the Award as specified on the Request for Substitution form (Section 00 49 18). Requests shall be granted or denied at the City's sole discretion. Refer to Section 00 49 18 and Specifications Section 01 25 13.

1.17 REVISION OF BID

- A. Prior to the deadline for Bid opening, a submitted Bid may be **revised** by emailing a revised file to constructionbids@sfport.com. Such revision must be completed on or before the deadline for Bid opening. Bidders may email Bids multiple times, but only the last Bid emailed by the deadline for Bid opening shall qualify as the submitted Bid.
- B. Those Bids not revised prior to the scheduled time for receipt of Bids shall not be revised for a period of 90 days after the Bid Opening.

1.18 OBJECTIONS TO BID DOCUMENTS, BID PROTESTS

- A. 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 10 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 Mathew Bell (he/him/his), PE, SE Acting Chief Harbor Engineer, Port of San Francisco (matthew.n.bell@sfpport.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 Mathew Bell (he/him/his), PE, SE Acting Chief Harbor Engineer, Port of San Francisco (matthew.n.bell@sfpot.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.

1.19 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.

1.20 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.

1.21 EXECUTION OF CONTRACT

- A. The successful Bidder shall deliver within 10 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), 2 original copies with the successful Bidder's signature affixed thereto.
 - 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.

3. Insurance certificates and endorsements, including the following:
 - a. The Contract number "2894" and Project title "FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA", the agent names and telephone numbers, and name the certificate holder as follows:

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 Chief Harbor Engineer 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 1.21 "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.

1.22 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 cancellation 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

DOCUMENT 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: FISHERMAN'S WHARF FORWARD-TAYLOR
STREET PUBLIC PLAZA

Contract No. 2894

To: Port of San Francisco
San Francisco, CA
Attention: Chris Horiuchi
Email: constructionbids@sfport.com

City Use Only	
QBD No.	
Received by:	
Date Received:	
Addendum Issued?	☐ Yes ☐ 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>	
☐ Spec. Section: _____	Paragraph(s): _____
☐ Drawing Sheet: _____	Detail(s): _____
Question:	

CITY'S REPLY	
☐ 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.

SECTION 00 22 11

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: LOCAL BUSINESS ENTERPRISE (LBE)
PROGRAM SUBCONTRACTING PARTICIPATION REQUIREMENTS AND NON-
DISCRIMINATION REQUIREMENTS

1.1 LOCAL BUSINESS ENTERPRISE (“LBE”) PROGRAM

- A. Bidder shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and CMD Attachment 1 – Requirements for Construction Contracts. Please read CMD Attachment 1 carefully and in its entirety. A copy of CMD Attachment 1 is located in this Section 00 22 11-APPA Appendix A and CMD Forms (2B, 3, 6, 6A, 7, 8, 9, and 10) are included. Bidder may also refer to the following CMD website to download a copy of CMD Attachment 1: [CMD ATTACHMENT 1 - 07.01.24](#)
- B. The City strongly encourages bids from qualified LBEs. Pursuant to Chapter 14B.7(E) and Section 2.01 of CMD Attachment 1, bid discounts may apply. Certified Small or Micro-LBEs, SBA-LBEs, including certified non-profit organizations, may be eligible for an LBE bid discount if the LBE is CMD certified in the type of work that is specified for the prime Bidder by the Port of San Francisco.
- C. The LBE subcontractor participation requirement for this Contract is **10.00%**. Refer to Section 00 21 13 [INSTRUCTIONS TO BIDDERS] for further details regarding which size category LBEs can be utilized to meet each specific LBE subcontracting requirement(s). In accordance with San Francisco Administrative Code Section 14B.8(B), in order for the Bidder to be exempt from meeting the Good Faith effort requirements described in Part IV in [CMD ATTACHMENT 1 - 07.01.24](#), the total amount of LBE participation must equal or exceed **13.50%**. (this percentage is the LBE subcontracting participation requirement plus the 35% good faith exemption percentage).
- D. Bidders must submit the following forms with the Bid (refer to [CMD ATTACHMENT 1 - 07.01.24](#)):
 - 1. Section 00 43 36 – Proposed Subcontractors Form: To receive applicable Bid discount and to meet subcontracting participation requirement(s), Bidder shall complete and submit this Form with its Bid. **An LBE subcontractor must be certified by CMD in the scope of work that the prime Bidder is listing the LBE subcontractor to perform (e.g., C-31 Construction Zone Traffic Control) in order to receive LBE credit toward the LBE subcontracting participation requirement(s). Bidder is responsible to verify each LBE subcontractor’s certification status, which can be done by using the information provided in the following website: [Contract Monitoring Division | SF.gov](#) LBEs must be CMD certified on the date of bid opening in order to receive LBE credit.**
 - 2. FORM 2B: "Good Faith Efforts" Requirements Form (CMD 2B). All Bidders shall meet the **specified** LBE subcontracting participation requirements and shall complete and submit Form 2B in accordance with the Form 2B instructions.
 - 3. In accordance with Section 14B.8(B) of the Administrative Code, a Bidder must demonstrate its good faith efforts to meet the LBE subcontracting participation

requirement(s), except those who exceed the above stated LBE subcontracting participation requirement(s) by at least 35%. Such Bidder must also complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in the applicable section(s) of Form 2B with its bid. Failure to meet the LBE subcontracting participation requirement(s) and demonstrate/document adequate good faith efforts shall cause the bid to be determined non-responsive and rejected. Refer to Part IV of [CMD ATTACHMENT 1 - 07.01.24](#).

4. If a Bidder exceeds the established LBE subcontracting participation requirement(s) by 35% or more, such Bidder is not required to conduct good faith efforts or to submit evidence of good faith efforts. Such Bidder shall complete and submit Form 2B with its bid as required by Form 2B instructions.
- E. No later than 5 p.m. on the fifth business day after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit completed and properly signed the following CMD Forms to the attention of the CMD Contract Compliance Officer identified in Key Contacts and Details Section 00 21 13.
1. FORM 3: CMD Compliance Affidavit (CMD3).
 2. FORM 6: CMD LBE Subcontractor Participation Affidavit (CMD6).
 3. FORM 6A: CMD LBE Trucking Form (CMD6A). (if applicable)

Failure to submit properly completed CMD Bid forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

1.2 LBE CERTIFICATION

- A. The San Francisco Contract Monitoring Division certifies firms as Local Business Enterprise (LBE) which meet the certification requirements under Section 14B.3.
- B. The four categories of LBEs are Small-LBEs, Micro-LBEs, SBA-LBEs, or PUC-LBEs. Such LBEs are also either MBEs, WBEs, or OBEs. **Only Small-LBEs and Micro-LBEs participation will be counted toward meeting the subcontracting participation requirement for this bid. SBA-LBEs and PUC LBEs will not be counted for this bid.**

1.3 LBE SUBCONTRACTOR PARTICIPATION

- A. CMD [ATTACHMENT 1](#) - 07.01.24 The LBE subcontracting participation requirement for this Contract is 10.00%. CMD pertains to this contract.
 1. Bidders are advised they may not discriminate in the selection of subcontractors, and that they shall undertake all required good faith efforts in such a manner as to ensure that LBEs are not unfairly or arbitrarily excluded from the required outreach.
 2. Compliance with the LBE subcontracting participation requirement is determined on the amount of the base bid only (even if alternates are selected). Refer to subparagraph 1.02, A.2, of the CMD [Attachment 1](#) for more information regarding Alternate Bid Items.

- B. Only Contract Monitoring Division certified San Francisco-based Small-LBEs and Micro-LBEs can be utilized to comply with the subcontracting requirement. Bidders shall not use SBA-LBEs or PUC LBEs to meet the Subcontractor Participation Requirement.
- C. The City will monitor the quantities of Work and amounts paid therefor, dependent upon the method of construction and operations, for compliance with Contractor's LBE subcontracting commitments.
- D. Bidders are reminded that LBE credit to meet subcontracting participation requirements will be calculated as follows (See CMD Attachment I: Part III.3.01.B):
 - 1. Bidders may receive 100% credit for CMD-certified LBE construction subcontractors that perform a Commercially Useful Function by supplying labor, materials and supplies for a discrete portion of the contract work performed in accordance with normal industry practice. To receive credit towards the LBE subcontracting participation requirement with respect to materials and supplies used for the contract work, the material and supplies must be of the type normally provided by the construction subcontractor in accordance with industry practice. In addition, with respect to materials and supplies, the LBE construction subcontractor must be responsible for negotiating price, determining quality and quantity, ordering the material and supplies, selecting a supplier or dealer from those available, installing the materials, and paying for the materials and supplies. To receive LBE subcontracting credit, the bidder must list the LBE construction subcontractor in Section 00 43 36 or Section 00 43 36 (or Section 00 43 37, if applicable).
 - 2. Bidders may receive 100% credit for LBE construction contractors that perform a Commercially Useful Function by supplying labor only for a discrete portion of the contract work in accordance with normal industry practice. To receive LBE subcontracting credit, Bidder must list the LBE construction subcontractor in Section 00 43 36 (and Section 00 43 37, if applicable)
 - 3. If any of the equipment listed in subparagraph (4) below is manufactured by and purchased from a CMD certified LBE manufacturer the entire amount of the purchase order regardless of who does the installation will be credited towards meeting the LBE subcontracting participation requirement. Any such LBE manufacturer must be listed on Section 00 43 36. If no equipment is listed under subparagraph (4) below, Bidder shall identify in its Proposed Subcontractors Form (Section 00 43 36) the LBE-certified manufacturer and, as its portion of work, the specific equipment to be manufactured with a reference to the relevant specifications section. Failure to provide the necessary information may result in the Bidder not receiving participation credit for that manufacturer.
 - 4. If a bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, 60% of the cost of the items will count toward the LBE subcontracting participation requirement if the LBE supplier performs a Commercially Useful Function by taking possession of the items and assuming the risk of their delivery. An LBE supplier is a firm with the financial and physical capability to purchase, to stock, and to distribute or sell the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract consistent with relevant industry practice in the usual course of business. No LBE subcontracting credit beyond 60% of the cost of materials, supplies,

articles or equipment will be credited for any claimed services provided by the LBE supplier. To receive LBE subcontracting participation credit, the bidder must list the LBE supplier in Section 00 43 36 .

5. CMD will count 100% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a LBE-owned cab and the driver of the cab is an employee/ owner of the LBE trucking firm that owns the cab. CMD will count 60% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a non-LBE owned cab. CMD will count 60% credit toward the LBE participation requirement when a non-LBE owned trailer is pulled by a LBE owned cab. CMD will count 0% credit toward the LBE subcontracting participation requirement when a non-LBE-owned trailer is pulled by a non-LBE owned cab. To receive LBE subcontracting credit, the bidder must list the LBE trucking firm in Section 00 43 36 .
 6. In order to receive LBE subcontracting credit for Trucking and Hauling, the LBE must own the cab or trailer at the time of bid and be certified under the category “Trucking and Hauling” with the CMD’s Certification Unit. The following items fall under the “Trucking and Hauling” category: cabs and trailers. Prior to the bid due date, the LBE must have provided ownership information and all necessary permits and registration for the Trucking and Hauling items that will be utilized for the project to CMD’s Certification Unit which will verify and add this information to the certification file. During the course of the contract the CMD Director may authorize subcontracting credit
 7. List of Equipment:
 - a) None.
- E. Acceptance of Bids shall not constitute approval by the City of the list of subcontractors submitted with any Bid. To obtain such approval, each Bidder and its subcontractors shall satisfactorily complete, execute, and submit all required CMD forms in a timely manner, and be in compliance with all other applicable provisions of the Contract Documents.

1.4 BID DISCOUNTS

- A. In accordance with Section 14B.7(E), a 10% bid discount shall apply to any bid from a Small-LBE or Micro-LBE.
- B. If after the application of the bid discount specified above to any Bid from Small-LBE or Micro-LBE the apparent low bidder is not a Small-LBE or Micro-LBE, a 5% bid discount shall apply to any Bid from a SBA-LBE. The 5% bid discount for SBA-LBEs shall not be applied if it would adversely affect a Small-LBE or Micro-LBE.

1.5 GOOD FAITH EFFORTS REQUIREMENTS

- A. In accordance with Sections 14B.8(D) and (E), all bidders shall submit documented good faith efforts with their bids. Refer to CMD Form 2B for more details.

- B. Bidders must perform at least one of the three approaches outlined in CMD Form 2B unless waived if CMD deems that the Bidder has met the requirements in the Mentor Protégé Program.
- C. For the sole purpose of determining whether a bid meets the above exception, participation by the following San Francisco-based LBEs shall be counted:
 - 1. Small-LBE and Micro-LBE prime contractors;
 - 2. Small-LBE and Micro-LBE subcontractors;
- D. In accordance with Section 14B.8(B) of the Administrative Code, in order for the Bidder to be exempt from meeting the "Good Faith Efforts" requirements described in Part IV of CMD Attachment 1, the total amount of the LBE participation must equal or exceed **13.50%** (this percentage is the LBE sub requirement plus the 35% good faith exemption percentage).

1.6 SURETY BOND PROGRAM

- A. Bidders are alerted to the City's surety bond program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the SF Port. For information regarding enrollment eligibility and program services contact, Merriwether & Williams Insurance Services at (415) 986-3999 or email cdp@imwis.com.

END OF SECTION

SECTION 00 22 11-APPA

APPENDIX A

**CMD ATTACHMENT 1
REQUIREMENTS FOR CONSTRUCTION
CONTRACTS**

[HTTPS://MEDIA.API.SF.GOV/DOCUMENTS/CMD ATTACHMENT 1 - 07.01.24 FILLABLE 0.PDF](https://media.api.sf.gov/documents/cmd_attachment_1_-_07.01.24_fillable_0.pdf)

**FOR CONTRACTS EQUAL OR GREATER THAN 50%
OF THE THRESHOLD AMOUNT AND THAT ARE
ADVERTISED ON OR AFTER JULY 1, 2024**



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, underground facilities plans, and environmental assessment information. These documents will be made available for download on the Port's Website at: <https://sfport.com/contracting-opportunitiesrfps-rfqs>

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. Wharf J1 Fisherman's Basin Taylor Street, Drawings 3700-49-1 and 3704-49-1, A.C Griewank, September 17, 1919;
 2. Concrete Slab on Wharf J-1 Taylor & Jefferson St., Drawing 4314-49-1, Board of State Harbor Commissioners Department of Engineering, March 5, 1924
 3. Fisherman's Wharf J3 Sewage Pump Station, Port of San Francisco Department of Engineering, November 13, 1953
 4. Substructure Plan – Restaurants at Taylor St, Port of San Francisco Department of Engineering, 1958
 5. Wharf J-1 and J-3 Substructure Repair, Drawings 11827-49-S – 11831-49-S, SOHA Engineers, July 15, 2003
 6. Taylor Street Improvements Embarcadero to Jefferson Street, Drawing 17724-4006-AB – 17765-4006-AB, Bureau of Engineering – Department of Public Works, June 30, 2009
 7. Map 075-A, Pacific Gas and Electric, December 23, 2013
 8. Fisherman's Grotto, CCS Architecture, Permit 2016-0246, October 31, 2016
 9. Fisherman's Wharf Condition Hydrographic Survey, AEW Engineering / eTrac, July 15, 2024
 10. Partial Site Survey – Alioto's, Meridian Surveying Engineering, Inc., June 2025
 11. Fisherman's Wharf Forward: Alioto's Demolition (Package A), Drawing XXXX – XXXX, Arcadis-Lotus Water JV, September 9, 2025
- 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. *Summary Report: Limited Destructive, Pre-demolition Hazardous Building Materials Survey – Alioto’s Restaurant, SCA Environmental, Inc., March 12, 2025*
- B. Hazardous materials surveys and 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. The City’s environmental consultant has investigated the Project. The findings are documented in the following:
 1. *Addendum 4 to Waterfront Plan Final Environmental Impact Report (2019-023037ENV-03) for 2829-2835 Taylor Street – Alioto’s Demo and Taylor Street Plaza Project, issued July 26, 2025*
 2. *BCDC Abbreviated Regionwide Permit No. 2025.008.00, issued August 15, 2025*
 3. *Department of the Army Nationwide Permit (NWP) 3 Maintenance, SPN-2015-00016, application submitted July 18, 2025*
 4. *Regional Water Board Programmatic Section 401 Certification and Water Quality Certification Order R2-2016-0039 for the Port of San Francisco, Maintenance Program, San Francisco County, dated September 22, 2016, and the Administrative Extension of Order R2-2016-0039, dated April 12, 2024.*
- B. 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.
- C. 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 § 1.5.B (EXAMINATION OF BID DOCUMENTS AND SITE) for details to arrange site access.

1.6 PRE-BID VISIT TO WORK SITE

- A. Prior to bidding, Bidders may make their own subsurface investigations to satisfy themselves as to Site conditions, but such investigations shall be performed only under the provisions of Section 00 21 13.

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:

FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA
(Port of San Francisco Contract No. 2894)

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 78	Certificate of Bidder Regarding Contracting in States That Allow Discrimination Against LGBT Individuals
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):

This is space intentionally left blank.

SCHEDULE OF BID PRICES

Bid Item No.	Bid Item Description	Estimated Quantity	Unit	Unit Price	Extension
1	Mobilization and Demobilization – Maximum of 5% of the sum of bid items 2 through 9	1	LS	N/A	
2	Pile Repair				
2.1	“Type 1” Pile Repair per 1/S.301.B	9	EA	\$_____	
2.2	“Type 2” Pile Repair per 1/S302.B	5	EA	\$____	
2.3	“Type 2B” Pile Repair per 1/S302.B	1	EA	\$____	
2.4	Pile Repair per 3/S303.A	1	EA	\$____	
3	Demo of existing concrete slabs	1	LS	N/A	
4	New concrete slab over timber deck	1	LS	N/A	
5	Concrete (other)	1	LS	N/A	
6	Steel and Carpentry (other)	1	LS	N/A	
7	Demo of existing utilities	1	LS	N/A	
8	Mechanical	1	LS	N/A	
9	Electrical and Lighting	1	LS	N/A	
10	Building Exterior Improvements	1	LS	N/A	
11	Plaza Furnishings and Other Elements	1	AL	\$450,000	
12	Painting	1	AL	\$40,000	
13	Partnering	1	AL	\$25,000	
14	Early Completion	1	AL	\$50,000	
TOTAL BASE BID PRICE					\$ _____

*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.

MOBILIZATION BID ITEM. Bidder agrees that (a) if the mobilization amount exceeds the limitation provided, the City will include the full line item amount in calculating the Total Bid Price, but will pay the excess amount over the course of the Contract based on the progress of the work, and (b) if the Bidder leaves the mobilization line item blank, the City will read the item as \$0 for purposes of calculating the Total Bid Price and the Bidder shall NOT be able to claim a clerical error on that basis.

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 **3 months** after the date of the City's written Notice to Proceed 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	Additive Alternate 1: Improvements to Fisherman's Grotto Building, Type 1	1	LS		\$ _____
A2	Additive Alternate 2: Improvements to Fisherman's Grotto Building, Type 2	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.
2. The City will make the actual addition of Alternates to or subtraction of Alternates from the Total Bid Price. In case an additive Alternate amount does not include a plus or minus sign, the amount will be presumed to be additive to the Total Bid Price. In case a deductive Alternate amount does not include a plus or minus sign, the amount will be presumed to be deductive from the Total Bid Price.

Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of **90 days** thereafter.

Department of Industrial Relations Registration: The undersigned further declares that the Bidder is compliant with the registration requirements of the California Department of Industrial Relations ("DIR") under California Labor Code section 1725.5

Time allowed for completion of all Work shall be as specified in Section 00 73 02, beginning with and including the official date of Notice to Proceed as established by the Executive Director of the Port of San Francisco, regardless of whether the Contract is awarded under the Total Bid Price or on the basis of the Total Bid Price and any Alternate or any combination of Alternates.

Check if you are: ☐ Certified Small-LBE (10% Discount) ☐ Micro-LBE (10% Discount) ☐ Certified SBA-LBE (2% Discount if applicable)	<u>For certified LBE only (check applicable): *</u> ☐ MBE ☐ WBE ☐ OBE
---	--

Executed on _____ 20 _____

Name of Firm, Corporation, Partnership or Joint Venture_____
E-mail Address_____
Signature of Bidder or Authorized Representative_____
Telephone Number_____
Print Name of Authorized Representative_____
Contractor's California License No._____
Position in Firm or Corporation_____
DIR Registration No._____
Address of Firm or Corporation_____
S.F. Business Tax Registration
Certificate Number_____
City State Zip Code

Note: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

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. Base Bid Items:

1. Bid Item 1: Mobilization and Demobilization

The lump sum price for Mobilization and Demobilization, which is capped at a maximum of 5% of the sum of bid items 2 through 9, shall cover all costs, including labor, supervision, management, materials and equipment, as described in Section 01 21 50.

2. Bid Item 2: Pile Repair

These lump sums with unit prices shall cover all costs, including labor, design, supervision, management, materials and equipment for Work related to the repair of existing timber piles, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Field verification of damage extent
- Location of existing top of pile under mudline, as required
- Preparation of pile
- Furnishing and installation of fiberglass jacket
- Steel reinforcing
- Pumping of grout
- Shoring, pile demolition and new supports, as required

i. Bid Item 2.1: Type 1 Pile Repair per 1/S.301.B

The price shall include a unit price and total price for nine instances of Type 1 pile repair per detail 1/S.301.B. This includes eight instances under the demolished Alioto's Restaurant building and one instance under the Fisherman's Grotto Restaurant building.

ii. Bid Item 2.2: Type 2 Pile Repair per 1/S.302.B

The price shall include a unit price and total price for five instances of pile repair per detail 1/S.302.B.

iii. Bid Item 2.3: Type 2B Pile Repair per 1/S.302.B

The price shall include a unit price and total price for one instance of pile repair per detail 1/S.302.B.

iv. Bid Item 2.4: Pile Repair per 3/S.302.B

The price shall include a unit price and total price for one instance of pile repair with shoring and demolition of adjacent pile per detail 3/S.302.B.

3. Bid Item 3: Demolition of Existing Topping Slab

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to demolish the existing concrete slab over timber deck, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Verification of the assumed concrete thickness of 5"
- Demolition and disposal of concrete
- Protection of existing timber structure below

4. Bid Item 4: New Slab over Timber Deck

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to furnish and install the new concrete slab over timber wharf deck, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Repair and replacement of any timber framing damaged during demolition of concrete slab
- Infill of existing elevator pit
- Waterproofing membrane
- Steel reinforcing
- Nailing and lag screw connections
- Forming, placement, curing, finishing and protection of concrete

5. Bid Item 5: Concrete (other)

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work related to Concrete, as specified and shown on the drawings and in the project manual, except what is shown in Bid Items 2 and 4. Work to be performed includes, but is not limited to the following:

- Steel reinforcing
- Surface preparation
- Forming, placement, curing, finishing and protection for concrete elements, including concrete slab on grade and other regrading

6. Bid Item 6: Steel and Carpentry (other)

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work related to Steel and Carpentry, as specified and shown on the drawings and in the project manual, except what is shown in Bid Items 2, 3 and 4. Work to be performed includes, but is not limited to the following:

- Furnishing and installation of steel reinforcing channels at pile caps
- Shoring and column repairs at existing columns
- In-kind repair of timber firestop walls with replacement of all timber components except for horizontal girts
- Supports and attachments for catenary lighting

7. Bid Item 7: Demolition of Existing Utilities

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to demolish the existing below deck utilities, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Verification of existing conditions
- Demolition and disposal of existing electrical, fire protection and plumbing systems

8. Bid Item 8: Mechanical

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work related to Mechanical, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Fire suppression fixtures and piping, including submission of stamped plans and calculations by C-16 contractor
- Plumbing fixtures and piping

9. Bid Item 9: Electrical and Lighting

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work related to Electrical and Lighting, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not limited to the following:

- Lighting, receptacles, equipment and devices, conduit and wiring

10. Bid Item 10: Building Exterior Improvements

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to complete improvements to the exterior of the buildings adjacent to the plaza, as specified and shown on the drawings and in the project manual. Work to be performed includes, but is not

limited to the following:

- Replacement of stucco
- Repair of roofing

11. Bid Item 11: Plaza Furnishings and Other Elements

An allowance of \$450,000 is allocated for payment as directed by the City Representative. It is possible that some or all of the allowance amount may be used. This allowance is for work associated with the furnishing and installation of plaza furniture and other elements, which may include: benches, picnic tables, climbable seating elements, planters, interpretive and decorative signage and interactive educational elements.

12. Bid Item 12: Painting

An allowance of \$40,000 is allocated for payment as directed by the City Representative. It is possible that some or all of the allowance amount may be used. This allowance is for work associated with the painting of the concrete deck surface or adjacent buildings' interior or exterior.

13. Bid Item 13: Partnering Allowance

The Partnering allowance is set at \$25,000, and shall cover 100% of all costs including labor, supervision, management, materials and equipment, and as described in Section 01 31 33, Partnering Requirements.

1. Bid Item 14: Completion Bonus

An allowance of \$50,000 is allocated for lump sum payment as directed by the City Representative. The Contractor will be eligible to receive payment of this allowance amount only if all the following conditions are met:

- Substantial Completion of base bid scope occurs prior to the date listed in the Contract
- Substantial Completion of the Additive Alternate #1 and #2 scope occurs two months prior to the base bid Substantial Completion (if Additive Alternate #1 and #2 scope is included in Contract)
- The plaza is open to the public with a Certificate of Occupancy or Temporary Certificate of Occupancy prior to the Substantial Completion date listed in the Contract

B. Bid Alternates:

2. Additive Alternate #1: Improvements to the Fisherman's Grotto Building, Type 1

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to complete improvements to the Fisherman's Grotto Building, as specified and shown on the drawings with the "ALT 1" designation and in the project manual. Work to be performed includes, but is not limited to the following:

- Interior walls and flooring
- Exterior light demolition
- Exterior concrete surface
- In-kind replacement of doors and windows

3. Additive Alternate #2: Improvements to the Fisherman's Grotto Building, Type 2

This lump sum price shall cover all costs, including labor, supervision, management, materials and equipment for Work to complete improvements to the Fisherman's Grotto Building, as specified and shown on the drawings with the "ALT 2" designation and in the project manual. Work to be performed includes, but is not limited to the following:

- Replacement of exterior awning
- New exterior door

END SECTION

SECTION 00 43 13
BID SECURITY FORM

Bidder shall have this Bid Bond form executed as indicated below unless Bid is accompanied by certified check.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned General Contractor as principal and the undersigned Surety as obligor, are held and firmly bound unto the City and County of San Francisco, a municipal corporation, as obligee, in the penal sum of _____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

That the General Contractor as principal is submitting a Bid for certain work to be performed for the said City and County of San Francisco described as follows:

FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA

(Port of San Francisco Contract No. 2894)

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by said principal be accepted and the Contract be awarded to said principal and if said principal shall within a period of ten (10) days after such award enter into the Contract so awarded and file the required performance and payment corporate surety bonds certificates of insurance, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.

(Corporate Seal)

Name of Firm, Corporation, Partnership or Joint Venture

Principal

By: _____

(Corporate Seal)

Surety

I declare under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked power of attorney. Executed on [date]_____, in [City]_____, [State]_____, in conformance with the laws of the State of California.

Attorney-in-Fact

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 (i) 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] and (ii) LBE subcontractors, suppliers and service contractors, regardless of the dollar amount of subcontract work [San Francisco Administrative Code Chapter 14B].

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 subcontractor¹ 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.

[Note: For an LBE subcontractor who will perform work in an amount in excess of one-half of one percent of Bidder's Total Bid Price, Bidder shall provide a single listing for that subcontractor that complies with the requirements of this paragraph A and paragraph B, below.]

B. LBE Subcontractors, Suppliers and Service Contractors

Bidder's subcontractor list submitted with its Bid shall also identify each LBE subcontractor,² supplier and service contractor (regardless of dollar amount of subcontract) for whom Bidder seeks credit toward the LBE participation goal. Bidder must provide the following information with its Bid for each LBE: (i) type of subcontractor [Box 1]; (ii) name and email [Box 2]; (iii) location of the place of business [Box 3]; (iv) portion of work that will be performed by the entity [Box 4]; (v) the current valid subcontractors license [Box 8]. and (vi) amount of subcontract work [Box 10]. Bidders may provide additional identifying information [e.g., Boxes 5, 6, 7, 9, 11 and/or 12] within 24 hours of Bid opening. Bidder's failure to provide the required

minimum information with its Bid may result in a determination that Bidder has not met the LBE Subcontractor Participation Requirement and, therefore, its Bid is non-responsive.

The LBE Subcontractor Participation Requirement for this contract is **10** percent.

LBE subcontractors who are not registered with the DIR at time of bid may not be used to receive credit towards the LBE Subcontractor Participation Requirement.

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

²For the purposes of Paragraph B, the term "subcontractor" shall mean a person as defined in Section 14B.2 of the San Francisco Administrative Code.

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

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ 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: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

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

If this is the last page, complete the following:

TOTAL LBE PARTICIPATION CLAIMED FOR BASE BID WORK: _____%

END OF SECTION

SECTION 00 43 37
(This form replaces CMD FORM 2A)

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: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ 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: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

1. TYPE OF SUBCONTRACTOR: ☐ First Tier; ☐ Lower Tier; ☐ Supplier; ☐ 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? ☐ Yes; ☐ No	12. IF LBE, CHECK APPLICABLE: ☐ MBE; ☐ WBE; ☐ OBE* ☐ Small LBE; ☐ Micro LBE; ☐ SBA-LBE	

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

If this is the last page, complete the following:

TOTAL LBE PARTICIPATION CLAIMED FOR ALTERNATE WORK: _____%

END OF DOCUMENT

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

Refer to Section 00 21 13 (Instructions to Bidders – Contractor Bidder Qualifications) for instructions. Add additional sheets as necessary to demonstrate compliance with the requirements specified in Section 00 21 13.

1. FOR THE LAST THREE YEARS, BIDDER'S AVERAGE GROSS REVENUE IS:
☐ LESS THAN \$50 MILLION.
☐ MORE THAN \$50 MILLION.
2. CONTRACTOR SHALL HAVE DOCUMENTED EXPERIENCE IN PERFORMING A MINIMUM OF THREE (3) SIMILAR CONSTRUCTION PROJECTS WITH SIMILAR WORK AS SHOWN IN THE CONTRACT DOCUMENTS OVER THE LAST 5 YEARS.
3. CONTRACTOR SHALL HAVE DOCUMENTED EXPERIENCE WITH A MINIMUM THREE (3) PUBLIC WORKS PROJECTS OVER THE LAST 5 YEARS:

(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): ☐ General Contractor ☐ 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:	
☐ General Contractor		
☐ 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:	
☐ General Contractor		
☐ Subcontractor		
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(Add sheets if necessary.)

4. 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.)

5. 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)	☐	☐	☐		
(b)	☐	☐	☐		
(c)	☐	☐	☐		
(d)	☐	☐	☐		
(e)	☐	☐	☐		

6. 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:

7. 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

FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA
(Port of San Francisco Contract No. 2894)

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. 2894 with a requirement that Bidders submit certain information to demonstrate their qualifications to perform the Work for the FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA.
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 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 10 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 10 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.)*

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>

**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



FORM 2B: “GOOD FAITH EFFORTS” REQUIREMENTS FORM

This “Good Faith Efforts” form, along with the required supporting documentation, must be completed and submitted per the instructions in this form, EVEN IF the LBE subcontracting/subconsulting participation requirement has been met (*Section 14B.8 of the San Francisco Administrative Code*). At the time of bid/proposal, Bidders/Proposers must submit this form along with its Bid/Proposal to be responsive. Failure to fulfill at least one of the three different approaches below may deem the Bid/Proposal nonresponsive.

To assist Bidders/Proposers with outreach to LBEs, the CMD website has a directory of certified LBEs: <https://sfgov.org/cmd/>.

Choose one of the three approaches listed below on this form. Approaches B and C require submittal of supporting documentation.

☐ Approach A - 35% Approach

This approach is codified in Section 14B.8 of the San Francisco Administrative Code.

Under Approach A, a Bidder/Proposer must demonstrate that the total LBE participation requirement established for this project will be exceeded by at least 35%. This approach is illustrated in this CMD Attachment under Part IV.

- If a Contract has *separate* LBE sub participation requirements, the Bidder/Proposer must exceed by at least 35% the total sum of all the LBE sub participation requirements.
- A Small or Micro-LBE Prime Bidder/Proposer may not count its own contract work toward the LBE sub participation requirement portion, but may count its own contract work for the portion that exceeds the LBE sub participation requirement (i.e., 35% good faith outreach exception portion).
- An SBA-LBE Prime Bidder/Proposer may not count its own contract work towards the LBE sub participation requirement portion or the 35% good faith outreach exception portion.
- An SBA-LBE sub may count its participation towards the 35% good faith outreach exception portion if the Contract Monitoring Division Director permitted Bidders/Proposers to list SBA-LBE firms to satisfy the LBE sub participation requirement.

Select the boxes that apply:

Does your Bid/Proposal demonstrate that you have exceeded the established LBE sub participation requirement(s) by 35% or more in accordance with Section 14B.8(B)? ☐ YES ☐ NO

- ☐ I am a Small or Micro-LBE Prime Bidder/Proposer. I have listed LBE subs on Section 00 43 36/Form 2A/equivalent form to meet the established LBE sub participation requirement(s). I am relying on self-performed contract work to meet the 35% good faith outreach approach. Below is the total value of contract work I will perform with my own forces:

Percent (%) or Amount (\$) of Work: _____

- ☐ I am NOT a Small or Micro-LBE Bidder/Proposer. I have demonstrated on Section 00 43 36/Form 2A/equivalent form that the proposed LBE sub participation exceeds the sum of the established LBE sub participation requirements by at least 35%.



☐ **Approach B - Inclusion of Micro-LBE**

This approach establishes that the Prime is utilizing Micro-LBEs on their projects.

Under Approach B, the Bidder's/Proposer's good faith efforts must be demonstrated by listing a different Micro-LBE subcontractor/subconsultant on this Bid or Proposal than they have listed in the last five (5) most recently awarded CCSF Contracts with LBE sub participation requirements.

- A Prime Bidder/Proposer that has been awarded at least five (5) CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on its last five (5) most recently awarded CCSF Contracts.
- A Prime Bidder/Proposer that has been awarded four (4) or less CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on any of its previously awarded CCSF Contracts and must indicate below the number of CCSF Contracts that it has been previously awarded.

Enter exact number of CCSF awarded Contracts:

- If there are separate LBE sub participation requirements on this Bid/Proposal, the Prime Bidder/Proposer is only required to list at least one Micro-LBE on its team to meet the "Good Faith Efforts" requirement.
- A Prime Bidder/Proposer that has never listed a Micro-LBE sub on any of its CCSF awarded Contracts or that has never bid on a CCSF Contract, may also utilize this approach.

A Bidder/Proposer must list the last five (5) most recently awarded CCSF Contracts below. If a Bidder/Proposer has four (4) or less CCSF awarded Contracts, it must list below all of its CCSF awarded Contracts. This includes Contracts where the Bidder/Proposer received a notification of award, even if work has not begun or if the Contract is not yet complete.

- CCSF Contracts that do not have an LBE sub participation requirement are excluded from this approach.
- Contracts where a Micro-LBE was utilized for a substitution, firm addition, or a trade package for CM/GC or DB projects are excluded from this approach.

Contract Awarding Department	Contract Title	Contract Number	Contract Awarding Department's Award Date
1.			
2.			
3.			
4.			
5.			



Bidder/Proposer must submit the following supporting documents for verification purposes; failure to submit this documentation may result in the Bid/Proposal found non-responsive:

- For each of the Contracts listed above, the Prime Bidder/Proposer must include Section 00 43 36/CMD Form 2A/equivalent form submitted to the Contract Awarding Department.
- The Section 00 43 36, CMD Form 2A, or equivalent form must indicate the Contract Awarding Department, the Project Title and the Contract Number.

The Micro-LBE sub listed for Approach B must sign below. By signing below, the Micro-LBE is verifying that it has not been utilized on the Prime Bidder's/Proposal's projects provided above.

Contract Number and Name: _____

Signature of Micro-LBE Owner/Authorized Representative: _____

Micro-LBE Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

Telephone/E-mail: _____

Date: _____

☐ **Approach C - Good Faith Negotiation(s)**

This approach awards points for negotiating with LBEs in good faith.

Under Approach C, the Bidder's/Proposer's good faith outreach will be evaluated based on the entire team listed for the contract, even if the contract includes separate LBE sub participation requirement(s).

- A Bidder/Proposer must achieve at least 50 points with any combination of Items #1 through #3 below, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A Bidder/Proposer who fails to achieve at least 50 points will be declared nonresponsive, and the Bid/Proposal will be rejected. Please check "yes" or "no" for each item listed below. Supporting documentation for Items #1 through #3 below must be submitted with the Bid/Proposal.



1. Did your firm contact CMD certified LBE firms, not less than 10 calendar days prior to the due date of the Bid/Proposal? If so, you must include email documentation showing the date of the contact with your Bid/Proposal to verify that contacts were made timely. The purpose of contacting LBE firms is to provide notice of interest in bidding/proposing for this project. When contacting LBEs, you should provide adequate information about the plans, specifications, and requirements for the work. A Bidder/Proposer will receive 1 point for each LBE firm contacted, not less than 10 calendar days prior to the due date of the Bids/Proposals. The Bidder/Proposer may receive up to a maximum of 10 points for this item. There is no limitation to how many LBE firms a Bidder/Proposer can contact. Where there are fewer than 10 LBE firms available for subcontracting, and CMD has confirmed as such prior to the bid/proposal due date, the bidder/proposer will receive the 10 points as long as all potential LBE firms are contacted. If the City gave public notice of the project less than 15 calendar days prior to the Bid/Proposal due date, the allocation of points above still applies, except that the Bidder/Proposer may contact those LBE firms identified less than 10 calendar days prior to the due date of the Bid/Proposal.	☐ Yes (Maximum of 10 points)	☐ No (0 points)
2. Did your firm follow-up/negotiate in good faith with interested LBEs*? Your follow-up contact(s) with interested LBEs should include, but are not limited to correspondence regarding: the scope of work/services, quotes/billing rates, qualifications and/or expectations; the City's bonding and financial assistance program(s); assistance available to potential LBE subcontractors/subconsultants to properly mobilize; reduction of your firm's pre-qualification standards; etc. The Bidder/Proposer shall submit the following documentation: a) Identify each interested LBE firm you are submitting email correspondence/documentation for; b) Copies of <u>ALL</u> email correspondence for each LBE identified for Item #2 (Note that the initial email correspondence from Items #1 above will not count towards the subject Item)—At a minimum, the Bidder/Proposer must include email documentation showing a response to the interested LBE; c) A full and complete statement of the reason(s) why any of the LBE firms identified for Item #2 was not selected for the subject project. For each interested LBE firm that the Bidder/Proposer does follow-up with, the Bidder/Proposer will receive 10 points. There is no maximum amount of points/limitation to how many LBE firms a Bidder/Proposer can correspond with and follow-up/negotiate in good faith. A Bidder/Proposer who does not perform any follow-up contact with interested LBEs will receive zero points for Item #2. * "Interested LBE" shall mean an LBE firm that expresses interest in being a subcontractor/subconsultant/supplier to the Bidder/Proposer for the subject solicitation.	☐ Yes (Minimum of 10 points to no Maximum)	☐ No (0 points)



3. As part of your Bid/Proposal, did your firm list an LBE identified from Item #2 above? For each LBE that is identified under Item #2 above, the Bidder/Proposer will receive 30 points for listing said LBE for the subject solicitation on the specified sub listing form such as Section 00 43 36/CMD Form 2A/equivalent form. A Bidder/Proposer who does not list any LBEs from Item #2 above for the subject solicitation on Section 00 43 36/CMD Form 2A/equivalent form, will receive zero points for Item #3. The Bidder/Proposer shall submit the following documentation: a) Copies of all email correspondence between your firm and the LBE listed for the project, including written bids/quotes; b) A full and complete statement of the reasons for selection of the subcontractor(s)/subconsultant(s)/supplier(s). If the reasons are based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid/quote amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids/quotes. c) Email notification to LBE that it will be listed on Section 00 43 36/CMD Form 2A/equivalent form and include the listed LBE's scope of work and dollar value/percentage. Pursuant to Section 14B.8(E) of the Ordinance, all Bidders/Proposers shall maintain the documentation described under this item for three years following submission of the Bid or completion of the Contract, whichever is later.	☐ Yes (Minimum of 30 points to no maximum)	☐ No (0 points)
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For Approaches A through C, the Prime Bidder/Proposer declares and swears under penalty of perjury under the laws of the State of California that the foregoing statements/documentation are true and correct and accurately reflect its good faith efforts as required in this CMD Attachment, in Section 14B.8 and the accompanying Chapter 14B's Rules and Regulations.

Owner/Authorized Representative (Signature)

Name (Print) and Title

Firm Name

Telephone Email

Owner/Authorized Representative (Signature)

Name (Print) and Title

Firm Name

Telephone Email

SECTION 00 49 00

SUPPLEMENTARY BIDDING FORMS CHECKLIST

To be submitted after bid opening for:

**FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA
(Port of San Francisco Contract No. 2894)**

- A. No later than **5 working days** after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit to the Contract Compliance Officer the following CMD forms, completed and properly signed:

- ☐ FORM 3: CMD Non-Discrimination Affidavit.
- ☐ FORM 6: CMD LBE Subcontractor Participation Affidavit.
- ☐ FORM 6A: CMD LBE Trucking Form.

Submit above forms to: Melinda Kanios (ADM) melinda.kanios@sfgov.org WITH A COPY TO: constructionbids@sfport.com

- B. 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:

- ☐ 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).
- ☐ Request for Substitution (RFS) Form (Section 00 49 18), as applicable.

END OF SECTION



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of Contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either San Francisco Labor and Employment Code Article 131 (formerly known as Administrative Code Chapter 12B) or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the CMD shall be payable to the City and County upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any Contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Email _____

Date: _____

**FORM 6A: CMD LBE TRUCKING FORM**

This form must be submitted when the apparent low Bidder will be utilizing CMD certified LBE trucking firms. This form is to be completed to describe the complete scope of trucking work to be performed for the Contract and submitted to the CMD by 5 p.m. on the fifth day following Bid opening.

Contract Number: _____

Contract Name: _____

SECTION 1. TRUCKING ESTIMATE

Products to be Hauled:		
Type of equipment needed/indicate maximum Number of trucks needed per day:		
Quantity of product to be hauled:		
Estimated quantity per truckload:		
Estimated number of truckloads:		
Products to be hauled from (give point of origin):		
Estimated Number of truck hours per trip:		
Trucking Rate:		
Estimate of total trucking (Number of loads times hours per trip times trucking hourly rate):		

If an assigned Trucker is being paid for Administrative Work (i.e. Dispatcher), Describe and State Amount to be Paid:

Is this assigned Trucking firm an LBE or Non-LBE firm, specify:

☐ LBE ☐ Non-LBE

Total Dollar Amount Committed to LBE Truckers:

\$ _____

* Disposal fee and equipment rental fee will not be counted towards meeting the LBE trucking dollars amount.

SECTION 2. TRUCKING AND HAULING FIRMS

List below CMD certified LBE trucking and hauling firms that will be utilized on this project along with any trucking firms that it will further subcontract out portions of its work. *Copy this form for additional truckers and provide the requested information for each LBE trucker.*

Firm Name:	☐ LBE ☐ Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	



Firm Name:	☐ LBE ☐ Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	☐ LBE ☐ Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	☐ LBE ☐ Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	☐ LBE ☐ Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

I declare, under penalty of perjury that I am the owner or authorized representative of this firm and that the foregoing is true and correct.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone Email Date

SECTION 00 49 14

CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER
REGARDING DEBARMENT AND SUSPENSION*

I, _____, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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, 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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

**Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more)*

Submit this completed form within five (5) working days after date of the City’s notification of the lowest Bidder to: Contract Administrator, Port of San Francisco, Pier 1, The Embarcadero, San Francisco, California 94111.

END OF SECTION

SECTION 00 49 15

CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM

I, _____, by affixing my signature hereto, 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 for all progress payment requests for payment for Work on the Project submitted by the Bidder (General Contractor) to the City starting with the second such progress payment request. Further, I acknowledge that my providing such evidence for the Bidder (General Contractor) to submit to the City with its progress payment request(s) is a condition that I must meet in order for the Bidder (General Contractor) to qualify for payment by the City.

(List Trades Here)

I also attest that I 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 am 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.

Complete and deliver this declaration form as specified in Section 00 21 13 – Instructions to Bidders to the Port of San Francisco, Contract Administrator, Pier 1, The Embarcadero, San Francisco, CA 94111. If the subcontract 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 5 working days after the date of the City's written notification of award of the Contract.

Bidder's Name

Name of Signer

Subcontractor's Name

Title of Signer

Subcontractor's Street Address

Signature of Subcontractor or Authorized
Representative

Subcontractor's City, State, ZIP

Date

Subcontractor's Telephone No.

END OF SECTION

SECTION 00 49 18

REQUEST FOR SUBSTITUTION (RFS)

In accordance with California Public Contract Code Section 3400, Contractor will be provided a period of 5 calendar days after the date of Contract Award for submission of data substantiating a request for a substitution with an "or equal" item. Refer to Division 1 for requirements for requesting substitutions. *Submit this completed form to Project Engineer/Architect.*

Contract No.: _____ RFS No. _____
 Project Name: _____
 Spec. Section: _____ Paragraph(s): _____
 Drawing Sheet: _____ Detail(s): _____

Proposed Substitution:

Manufacturer: _____
 Address/Phone: _____
 Trade Name/Model No.: _____
 On-Site Representative: _____
 Address/Phone: _____
 Installer: _____
 Address/Phone: _____

Product History: ☐ New ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

(a) Differences between proposed substitution and specified product (Attach required point by point comparative data):

(b) Reason for not providing specified item: _____

(c) Similar installation where proposed substitution has been used
 (Project/Address/Architect/Owner/Date Installed):

(d) Proposed substitution affecting other parts of Work: ☐ No ☐ Yes: Explain _____

(e) Changes or modifications needed to coordinate other parts of the Work that will be necessary to accommodate the proposed substitution:

(f) Savings to City for accepting substitution: _____ (\$ _____)

(g) Proposed substitution changes Contract Time: ☐ No ☐ Yes:

If "Yes" ☐ Add ☐ Deduct _____ calendar days.

(h) Supporting data attached: ☐ Product Data ☐ Drawings ☐ Test Reports ☐ Samples
☐ Other: _____

The undersigned certifies that:

1. The proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. The proposed substitution conforms in all respects to the requirements of the Contract Documents and is appropriate for the applications intended.
3. The same warranty will be furnished for proposed substitution as for specified product.
4. The proposed substitution will not affect or delay progress schedule.
5. The cost data as stated above is complete. There shall be no claims to the City for additional costs related to an accepted substitution.
6. The proposed substitution does not affect dimensions and functional clearances.
7. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Attachments _____

CITY'S REVIEW AND ACTION

- ☐ Substitution accepted - Make submittals in accordance with Division 1.
- ☐ Substitution accepted as noted - Make corrections and submit in accordance with Division 1.
- ☐ Substitution rejected - Use specified materials and equipment.
- ☐ Substitution Request received too late - Use specified materials.

Signed _____ Date _____

Note: The City's acceptance of Contractor's submittal of shop drawings, product data, or samples supporting this Substitution Request shall not constitute approval of submittals which do not conform to the requirements of the Contract Documents.

Additional Comments: _____

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:

**FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA
(Port of San Francisco Contract No. 2894)**

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 **150** 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. The total of all Unit Price Items bid.
 3. The allowance specified.
 4. 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 30 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. In accordance with Administrative Code sections 6.22(e) and 6.24, San Francisco Labor and Employment Code Articles 101 through 107, and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows: 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 103.3(b) of the San Francisco Labor and Employment 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 103.3(e) of the San Francisco Labor and Employment 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 San Francisco Labor and Employment Code Section 103.3(e) 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 Articles 103.3(c) of the San Francisco Labor and Employment 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 Article 106 of the San Francisco Labor and Employment Code 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: Port of San Francisco
ATTN:Chief Harbor Engineer
Pier 1, The Embarcadero
San Francisco, CA 94111
Matthew.n.bell@sfpport.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.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

CONTRACTOR:

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.

BY:

Title

CITY:

Project Manager _____

Chief Harbor Engineer: _____

By:

Deputy City Attorney

APPROVED::

DATE _____

By Commission Resolution No.: _____,
adopted: _____, 20____

Secretary, San Francisco Port Commission

END OF SECTION

SECTION 00 61 13

PERFORMANCE BOND AND PAYMENT (LABOR & 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 COMMISSION RESOLUTION NO. _____, adopted _____, 20__ for:

FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA**(Port of San Francisco Contract No. 2894)**

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

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 63 30

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, whose address is Pier 1, The Embarcadero, San Francisco, California 94111, hereinafter called "City",

_____ whose address is _____

_____, hereinafter called "Contractor"

and _____

whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the construction contract entered into between the City and Contractor for FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA (Port of San Francisco Contract No. 2894) in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of substitution shall be equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of CITY AND COUNTY OF SAN FRANCISCO, and shall designate Contractor as the beneficial owner.
2. The City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this Contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to

Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice Escrow Agent from the City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and Contractor pursuant to sections 5 to 8, inclusive, of this Escrow Agreement, and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing are as follows:

a. On behalf of the City:

(Title)

(Address)

(Name)

(City, State, Zip Code)

b. On behalf of Contractor:

(Title)

(Address)

(Name)

(City, State, Zip Code)

c. On behalf of Escrow Agent:

(Title)

(Address)

(Name)

(City, State, Zip Code)

At the time the Escrow Account is opened, the City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY AND COUNTY OF
SAN FRANCISCO:

Recommended: _____

Title

By: _____
Executive Director

Approved as to form:
Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

ESCROW AGENT:

(Title)

(Name)

(Signature)

CONTRACTOR:

(Title)

(Name)

(Signature)

Note: Contractor shall submit 4 original executed copies of this document to the Awarding Agency.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

GENERAL CONDITIONS

**[HTTPS://WWW.SFPORT.COM/SITES/DEFAULT/FILES/F
ILECENTER/DOCUMENTS/10384-007200-GENERAL-
CONDITIONS-SFPW-08-2015.PDF](https://www.sfport.com/sites/default/files/filecenter/documents/10384-007200-general-conditions-sfpw-08-2015.pdf)**



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, 7th 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."
- C. Add the following new paragraph:

"3.20 DESIGN PROFESSIONAL SERVICES

- A. In the event that the Contract Documents require that a certain Item be designed by Contractor, Contractor shall, consistent with applicable licensing laws, retain the services of such Design Professional(s) who shall be licensed in the State of California and shall have the necessary expertise and experience required to prepare such design documents to permit Contractor to complete such Item in accordance with the requirements of the Contract Documents. Nothing in the Contract Documents is intended to create a legal or contractual relationship between the City and any Design Professional.
- B. Such Design Professional(s) shall be vested with the authority to act on behalf of Contractor in all matters relating to design or supervision of construction of that Item of which he or she is responsible. Contractor's Design Professional(s) may be replaced only with the approval of the City.
- C. Contractor shall require its Design Professional(s) to be responsible without limitation for the following:
 - 1. Consult with authorized employees, agents and representatives of the City relative to the City's requirements for the design and construction of the Project.
 - 2. Review the Contract Documents and existing Reference Documents and studies of the proposed Site and other data furnished to the Design Professional and advise the City whether such data is sufficient for purposes of design, and whether additional data is necessary before the Design Professional can proceed.
 - 3. Provide additional surveys and information related to the Site, which the Design Professional deems necessary for the performance of the Work.
 - 4. Provide design-related services for preparing construction documents necessary for Contractor to construct and interface the Item in complete conformance with the intent and performance requirements of the Contract Documents.
 - a. Construction documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents prior to Contractor initiating permit or construction activities based on such construction documents.
 - b. The City's approval or acceptance of construction document submitted by Contractor shall not be interpreted as a release of Contractor from its responsibilities to coordinate the various portions of the design and to provide accurate and complete design documents to fulfill the intent and requirements of the Contract Documents.
 - 5. Provide to the City design data, technical criteria and assistance necessary for supporting, protecting, and incorporating into the Project the Item designed by the Design Professional.

6. Comply with requirements of codes, regulations, and written interpretation thereof, existing at the time permit application(s) are made with the local authorities having jurisdiction over the Project.
 7. Provide Design Professional's professional liability policies and coverages as required in Section 00 73 16.
 8. Provide assistance in connection with the start-up, testing, refining and adjusting of equipment or system designed by the Design Professional for incorporation into the Project.
 9. Assist the City in training staff and developing systems and procedures for operation and maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.
- D. Contractor shall be wholly responsible for all engineering and design of such Item regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Contractor or its Design Professional.
- E. Contractor agrees to release the City, its agents, members, employees, and authorized representatives from liability or losses directly or indirectly arising out of, connected with, or resulting from such Items engineered or designed by Contractor or its Design Professional or furnished and installed by Contractor and shall bear the costs of corrective and replacement work necessary to complete the Items in accordance with the requirements of the Contract Documents."

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."

1.1 ARTICLE 11

- A. Delete the introductory paragraph of 11.01B, and replace with the following new paragraph. The remaining subparagraphs remain:

"It is hereby understood and agreed that all provisions of sections 6.22(e) and 6.22(f) of the Administrative Code, and Articles 103 and 105 of the San Francisco Labor and Employment Code are incorporated as provisions of the Contract Documents including, but not limited to, the following:"

- B. Delete paragraph 11.02A4, and replace with the following new paragraph:

"In the event that Contractor receives a written notification of noncompliance with section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Administrative Code section 6.22(e) and (f), Articles 101 through 107 of the Labor and Employment Code, and/or California Labor Code section 1776. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum."

- C. Delete the introductory paragraph of 11.04B, and replace with the following new paragraph. The remaining subparagraphs remain:

"In accordance with Administrative Code section 6.22(e), Labor and Employment Code Articles 101 through 107, section 6.24, and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:"

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 **150 consecutive calendar** days beginning with and including the official 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

- A. The CITY and CONTRACTOR agree 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 liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the City and County of San Francisco the sum of **two thousand seven hundred** dollars

(\$2,700.00) 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.

- 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 **seven hundred** dollars (**\$ 700.00**) 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 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), Broad 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 \$10million 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.
- D. Professional Liability –Contractor shall require retained engineers and/or land surveyors to carry **professional liability** insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract, and refer to Section 00 73 00, Article 3.20 for more details on this coverage.

1.3 ADDITIONAL COVERAGES

- A. Builder's Risk Insurance: Contractor shall provide "Special Form" (All Risk) Builder's Risk Insurance on a replacement cost basis as follows:

1. Amount of Coverage: The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. The policy shall provide for no deduction for depreciation. The policy shall provide coverage for "soft costs," such as but not limited to design and engineering fees, code updates, permits, bonds, insurances, and inspection costs caused by an insured peril; the policy may limit the amount for soft costs but such limit shall not be less than 5% of the coverage amount. The Builder's Risk Insurance shall also include the full replacement cost of all City-furnished equipment, if any.

2. Additional Premium: If, due to change orders or project term extensions authorized by the City, the Builder's Risk policy becomes subject to additional premium, the City will reimburse Contractor the actual cost of such additional premium, without markup, provided that the Contractor submits to the City proof of payment of such additional premium and either:
 - i) Copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk Policy is issued on a declared-project basis; or
 - ii) Copy of Evidence of Property Insurance if the Builder's Risk policy is placed on a reporting form basis.

3. Parties Covered: **The Builder's Risk policy shall identify the City and County of San Francisco as loss payee. The policy shall include as additional insureds: The City and County of San Francisco, the Contractor and its subcontractors of every tier, as well as the entities listed below. Each insured shall waive all rights of subrogation against each of the other insureds to the extent that the loss is covered by the Builder's Risk Insurance.**
 - a. Additional Insured for Builder's Risk policy: None.

4. Included Coverage: The Builder's Risk Insurance shall include, but shall not be limited to, the following coverages:
 - i) All damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures.
 - ii) The perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and water damage.
 - iii) The costs of debris removal, including demolition as may be made reasonably necessary by such covered perils, resulting damage, and any applicable law, ordinance, or regulation with a sub-limit of not less than 25% of the value of the construction contract.
 - iv) Start up and testing and machinery breakdown including electrical arcing.
 - v) Consequential loss (lost revenues and costs of funding or financing when a covered risk causes delay in completing the Work). In the event the City receives coverage specifically for a consequential loss associated with delay to the completion of the Project, such specific amount shall be credited against any

liquidated damages for delay for which the Contractor would otherwise be responsible.

5. Deductibles: The Builder's Risk Insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs. The deductible for coverage of All Perils shall not exceed the following:
 - i) \$25,000 for projects valued up to \$25,000,000;
 - ii) \$50,000 deductible for projects valued in excess of \$25,000,000 and up to \$75,000,000; and
 - iii) \$100,000 deductible for projects valued in excess of \$75,000,000.

1.4 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: Arcadis, Ryan Joyce Structural Design, SJ Engineers, FW Associates.
 2. Non-City Agencies: None.

1.5 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 10 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. Except for professional liability insurance, 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.

1.6 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 30

LOCAL HIRING REQUIREMENTS

1.1 SUMMARY

- A. This Section 00 73 30 incorporates applicable requirements of the San Francisco Local Hiring Policy for Construction ("Policy") as set forth in Section 6.22(g) and Chapter 82 of the San Francisco Administrative Code. The Provisions of the Policy are hereby incorporated as a material term of this Contract. Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.
- B. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the OEWD website at: Office of Labor Standards Enforcement | SF.gov (<https://www.sf.gov/departments--office-labor-standards-enforcement>)
- C. Meeting the local hiring requirements of the Policy as set forth in this Document will satisfy Contractor's obligations under the City's First Source Hiring Program (San Francisco Administrative Code Chapter 83).

1.2 DEFINITIONS

- A. "Apprentice" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.
- B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- C. "Covered Project" means a public work or improvement or part thereof with estimated cost in excess of the Threshold Amount as set forth in Section 6.1 of the San Francisco Administrative Code.
- D. "Non-covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.
- E. "Disadvantaged Worker" means a local resident, who (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate; or (ii) at the time of commencing work on a covered project has a household income of less than 80% of the AMI, or (iii) faces or has multiple barriers to employment as set forth in Section 82.3 of the Administrative Code.
- F. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project. For projects outside the jurisdictional boundaries

of the City, “local resident” also applies to residents within the San Francisco Public Utilities Commission service territory, except where a reciprocity agreement exists with another local agency, in which case the reciprocity agreement controls.¹

- G. “Project Work Hours” means the total work hours worked on a construction contract by all apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.
- H. “Job Notification” means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days’ notice.
- I. “Targeted Worker” means any Local Resident or Disadvantaged Worker.

1.3 LOCAL HIRING REQUIREMENTS

- A. Total Project Work Hours By Trade. For all Covered Projects advertised for bids on or after March 25, 2013, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers.
- B. Apprentices. For all Covered Projects, at least 50% of the Project Work Hours performed by apprentices within each trade shall be performed by Local Residents, with a goal of no less than 25% of Project Work Hours performed by apprentices within each trade to be performed by Disadvantaged Workers.
- C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to Port of San Francisco and OEWD the number of Project Work Hours performed by residents of states other than California.
- D. Pre-construction or other Local Hire Meeting. Prior to commencement of construction on Covered Projects, Contractor and its Subcontractors identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire_meeting(s) convened by awarding department or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire_meeting must have hiring authority.
- E. The Policy does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

¹ For Covered Projects located in whole or in part in San Mateo County, the following reciprocity agreement controls:
<http://oewd.org/sites/default/files/Workforce/Workforce-Docs/SFO-SM%20reciprocity%20agreement.pdf>

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM; EMPLOYMENT NETWORKING SERVICES

- A. OEWD administers the CityBuild Program. CityBuild is a resource for Contractor and Subcontractors to use in meeting local hiring requirements under the Policy. CityBuild has two main goals:
 - 1. Assist with local hiring requirements under the Policy by connecting Contractor and Subcontractors with qualified journey-level, apprentice, and pre-apprentice local residents.
 - 2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.
- B. Where Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of the Policy, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:
 - 1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
 - 2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under the Policy. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is "disadvantaged" as defined in the Policy.

1.5 CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

- A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the local hiring requirements on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.
 - 1. Specialized Trades. OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of the Policy will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the project work hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.
 - 2. Credit for Hiring on Non-Covered Projects. Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:
 - a. the Targeted Workers are paid the prevailing wages for work on the Non-Covered Projects; and

- b. for Non-Covered Projects located in the City, the number of hours to be credited for the Non-Covered Project exceed one-half of the number of hours that would be required if the project were a Covered Project.
- 3. Sponsoring Apprentices. Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new apprentices in trades in which noncompliance is likely and retaining those apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new apprentices are registered and active apprentices.
- 4. Direct Entry Agreements. OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with the Policy by Contractor or Subcontractor hiring and retaining apprentices who are enrolled through such direct entry agreements. Such exception from assessments of penalties is subject to review and approval by OEWD.

1.6 LOCAL HIRING FORMS

- A. Contractors shall submit the following forms (which can be accessed at: CityBuild Forms | SF.gov (<https://www.sf.gov/resource--2022--citybuild-forms>), as applicable, to the Port of San Francisco and OEWD **within 15 calendar days of notice of Award**:
 - 2.
 - 1. Form 1: Local Hiring Workforce Projection. The City will not issue Notice to Proceed (NTP) until Contractor completes and submits a Local Hiring Workforce Projection. Access the form at: Form 1 Local Hiring Workforce Projection- 05.13.11.doc
(<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Foewd.org%2Fsites%2Fdefault%2Ffiles%2FDocuments%2FForm%25201%2520Local%2520Hiring%2520Workforce%2520Projection-%252005.13.11.doc&wdOrigin=BROWSELINK>).
 - 3. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than \$1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2. The OEWD-approved Local Hiring Plan will be incorporated into this Contract as a Contract Document, and will serve as the basis for determining Contractor's and its Subcontractors' compliance with local hiring requirements.
 - i.
 - a. The City will not issue NTP until Contractor submits the Local Hiring Plan. Contractor shall be fully responsible for any delays to NTP and associated damages incurred by the City caused by Contractor's failure to timely submit a Local Hiring Plan.
 - ii.
 - b. The Local Hiring Plan must be reviewed and approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor.

4. c. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
5. Form 4: Conditional Waivers. To be completed by Contractor in the event that Contractor or a Subcontractor believes the local hiring requirements cannot be met. Refer to Articles 1.4 and 1.5 for more information regarding conditional waivers.

1.7 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

- A. Subcontractor Compliance. Contractor shall ensure that Subcontractors of all tiers comply with applicable requirements of the Policy. Refer to Administrative Code Section 82.7(d).
- B. Reporting. As required by Subparagraph 9.03M of the General Conditions (Section 00 72 00) Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and the Port of San Francisco will monitor compliance with the Policy electronically.
- C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of project work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Project.
 1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the covered project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method).
 2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.
 3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the awarding department and the OEWD.
- D. Monitoring. From time to time and in its sole discretion, OEWD and/or the awarding department may monitor and investigate compliance of Contractor and Subcontractors working on the Project with requirements of this Policy. Consistent with the Access to Work provisions of Paragraph 3.13 of the General Conditions (Section 00 72 00), Contractor shall allow representatives of OEWD and the awarding department, in the performance of their duties, to engage in random inspections of the Site. Contractor and all Subcontractors shall also allow representatives of OEWD and the awarding department to have access to employees of Contractor and Subcontractors and the records required to be maintained under the Policy.

- E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject Contractor to the consequences of noncompliance specified in Section 82.8(f) of the Administrative Code, including but not limited to the penalties prescribed in Section 82.8(f)(2). The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Administrative Code Section 82.8(f)(4) for a description of the recourse procedure applicable to penalty assessments under the Policy.

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

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 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 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 AWARDDING 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 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
 - 1. Pursuant to Division II, Article 131 of the San Francisco Labor and Employment Code and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division’s website:

https://media.api.sf.gov/documents/CMD_Attachment_1_-_07.01.24_Fillable_0.pdf

Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.

2. The willful failure of Contractor or its subcontractors to comply with any of the applicable requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the applicable provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
5. During the term of the Contract, Contractor shall fulfill its LBE participation commitments submitted with its Bid. In the event that Contractor must request a substitution of an LBE subcontractor under Public Contract Code section 4107, Contractor shall make a good faith effort to retain a replacement who is also a certified LBE. For a substitution of a non-LBE subcontractor, Contractor agrees to make a good faith effort to retain an LBE as the replacement subcontractor.
6. Contractor shall compensate a LBE subcontractor if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The forgoing provisions shall be enforceable in a court of competent jurisdiction.
7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 20 percent, Contractor shall comply with all LBE subcontracting provisions of this Contract with respect to the Change Order.
8. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.
9. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that

there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.

10. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
11. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

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 sub consultant 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), 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