

DOCUMENT 00 91 13**ADDENDUM #1**

For

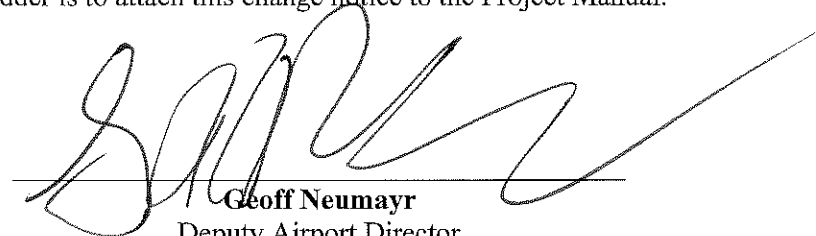
Airport Contract No. 10005.61

Taxilanes 'H' & 'M' Realignment

AT

San Francisco International Airport

Bidder is to attach this change notice to the Project Manual.



Geoff Neumayr
Deputy Airport Director
Design, Construction and Technology Division

The following changes, additions or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all of the requirements thereof as though originally shown and/or specified. All other conditions remain unchanged.

1. Responses to Questions on Bid Document (QBD) dated 04-29-2016**2. Revised Specification Documents:** Make the following adjustments to the contract specifications:**A. Replace, in their entirety, the following documents with attached documents dated 04-29-2016:**

1. Document 00 01 01.04 – Project Summary
2. Document 00 01 10 – Table of Contents
3. Document 00 11 13.01 – Advertisement for Bids
4. Document 00 21 13.05 – Instructions to Bidders
5. Document 00 41 00.01 – Bid Form
6. Document 00 52 00 - Agreement
7. Document 00 91 13 – Addendum #1

B. Delete the following documents in their entirety:

1. Document 00 43 37 – Federal Bidder's List
2. Document 00 45 45.10 – Certificate of Non-Segregated Facilities Contractors/Subcontractors

3. Document 00 45 46.14 – Bidder’s Statement on Previous Contracts Subject to EEO Clause
4. Document 00 73 74 – Federal Requirements
5. Document 01 11 14 – Summary of Environmental Work – Haz Mat
6. Document 01 23 00 – Alternates
7. Document 01 35 29 – Asbestos and PCB Abatement Health and Safety
8. Document 01 35 29.15 – Underground Storage Tank Removal Health and Safety
9. Document 01 35 43.02 – Underground Petroleum Storage Tank Removal
10. Document 01 35 43.04 – Asbestos Cement Pipe Removal
11. Document 01 35 43.13 – Asbestos Remediation
12. Document 01 35 43.14 – Lead Remediation
13. Document 01 35 43.15 – PCB Remediation
14. Document 01 41 13 – Regulatory Requirements, References, Definitions, and Acronyms – Hazardous Waste

C. The following documents, dated 04-29-16 are added to the Contract Documents:

1. Document 00 43 36 – Contractor/Subcontractors List
2. Document 00 43 11 – Contract Monitoring Division Forms
3. Document 00 43 40.01 – Request for Trade Exemption Form
4. Document 00 73 77 – Local Hiring Requirements

END OF DOCUMENT

Responses to Questions to Bid Documents (QBD)

- Q1: Article 00 52 00 states SBE/DBE/LBE goal of 10%. This contradicts the paragraph of Small Business Participation Goal stating 20%. Please advise.
- A1: Document 00 52 00 has been revised as part of Addendum #1.
- Q2: Regarding 00 52 00 Article 4: What are the Good Faith Efforts requirements for this project? Is there a GFE Guide to help the bidder?
- A2: Document 00 52 00 has been revised as part of Addendum #1. Please refer to the revised Article 4 in Document 00 52 00.

DOCUMENT 00 01 01.04
PROJECT SUMMARY – Formal – PFC Eligible

CONTRACT NUMBER: 10005.61

CONTRACT TYPE: Formal – PFC Eligible

PROJECT TITLE: Taxilanes H & M Realignment

BID OPENING DATE: Sealed bids will be received at San Francisco International Airport, Jason G. Yuen Architecture and Engineering Building, 676 N. McDonnell Road, Conference Room C, San Francisco, CA 94128 on 5/25/2016, no later than 2:00 PM, after which they will be publicly opened & read.

PRE-BID MEETING: 05/04/2016, 2:00 PM, at San Francisco International Airport, Delta/Singapore Building, 710 N. McDonnell Road, Akylon Conference Room in The Big Room, San Francisco, CA 94128. Attendance is Not Mandatory but recommended.

PROJECT DESCRIPTION: Under this contract, new pavement sections, storm drain lines, centerline lights, AOA perimeter fence, blast fence, signage, pavement markings, start-up pad, water line, and truturator will be constructed along with the realigned taxilanes. The scope of work will also include the demolition of the existing South Field Checkpoint, triturator, high mast lighting, blast fence, AOA perimeter fence, pavement markings, and conflicting storm drain utilities.

CONTRACT MANAGER: Christopher McManus; contact at 650-821-7724, christopher.mcmanus@flysfo.com for more project information.

CONTRACT DURATION: 305 total consecutive calendar days following issuance of Notice to Proceed. See Document 00 54 39 (Contract Time and Liquidated Damages) for additional details and for Substantial Completion timeline requirements.

ESTIMATE: Project estimate is **\$30,700,000.**

LICENSE REQUIREMENTS: California Class “A” license required to bid.

LBE SUBCONTRACTING REQUIREMENT: 20%

END OF DOCUMENT

**DOCUMENT 00 01 10
TABLE OF CONTENTS**

Division	Document	Title
00		BIDDING AND CONTRACTING REQUIREMENTS
	00 01 01	Project Manual
	00 01 01.04	Project Summary <u>Modified in Addendum 1</u>
	00 01 05	Certifications Page
	00 01 10	Table of Contents <u>Modified in Addendum 1</u>
	00 01 15	List of Drawings, Tables and Schedules
	00 11 13.01	Advertisement for Bids <u>Modified in Addendum 1</u>
	00 21 13.05	Instructions to Bidders (Formal – PFC Eligible Federal) <u>Modified in Addendum 1</u>
	00 21 14	Questions on Bid Documents
	00 31 00	Reference Documents
	00 41 00.01	Bid Form (Formal – PFC Eligible Federal) <u>Modified in Addendum 1</u>
	00 42 54	Acknowledgment of Receipt of Addenda
	00 43 11	CMD Forms <u>Added in Addendum 1</u>
	00 43 36	Contractors/Subcontractors List <u>Added in Addendum 1</u>
	00 43 37	Federal Bidder's List
	00 43 40.01	Request for Trade Exemption Form <u>Added in Addendum 1</u>
	00 43 43	Highest Prevailing Wage Rate Certification
	00 43 44	Certificate of Bidder Regarding Apprenticeship Training Program
	00 43 45	Certificate of Subcontractor Regarding Apprenticeship Training Program
	00 45 13	Bidder's Qualifications Statement
	00 45 14	Certification of Bidder Regarding Debarment and Suspension
	00 45 15	Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension
	00 45 19	Non-Collusion affidavit
	00 45 36	Certificate of Bidder Regarding Non-Discrimination in Contracts and Benefits
	00 45 46.10	Certificate of Non-Segregated Facilities Contractors/Subcontractors
	00 45 46.14	Bidder's Statement on Previous Contracts Subject to EEO Clause
	00 45 49	CityBuild/First Source Referral Program Certification
	00 45 86	Security Certificate
	00 52 00	Agreement
	00 54 15	Escrow Bid Documents
	00 54 33	CADD Document Liability Waiver and Release
	00 54 39	Contract Time and Liquidated Damages
	00 61 00	Bid Bond
	00 61 13	Performance Bond and Payment (Labor and Materials) Bond
	00 61 26	Irrevocable Letter of Credit

00 62 16	Required Insurance Endorsement
00 62 76.19	Escrow Agreement for Security Deposits in Lieu of Retention
00 62 76.21	Escrow Bid Documents Declaration
00 62 93	Equipment Suppliers List
00 62 96	Experience Statement
00 63 25	Requests for Product Substitution
00 63 66	Subcontracting Request
00 65 19	Final Settlement and Release of Claims
00 72 00.01	General Conditions (Federal)
00 73 00	Supplementary Conditions
00 73 00.03	Appendix A: Permits and Agreements
00 73 16	Insurance Requirements
00 73 63	Customs Security Area Requirements
00 73 73	Statutory Requirements
00 73 74	Federal Requirements
00 73 77	Local Hire Requirements <u>Added in Addendum 1</u>
00 73 79	CityBuild/First Source Referral Program
00 73 79.01	Form 1: CityBuild Workforce Projection Form
00 73 79.02	Form 2: CityBuild Workforce Hiring Plan
00 91 13	Addendum

Division	Document	Title
01		GENERAL REQUIREMENTS
	01 11 00	Summary of Work
	01 21 00	Allowances
	01 26 00	Modification Procedures
	01 29 00.01	Measurement and Payment
	01 31 13	Work Coordination
	01 31 13.50	Mechanical and Electrical Coordination
	01 31 19	Project Meetings
	01 31 30	Job Site Administration
	01 31 33	Partnering Requirements
	01 32 00	Work Schedules and Reports
	01 33 00	Submittals
	01 33 16	Submittal Requirements for Removal of Contaminated Soil, Sludge, and Water
	01 35 13	Special Project Procedures
	01 35 13.43	Regulatory Requirements - Hazardous Waste
	01 35 13.46	In Place Closure of Fuel Pipelines
	01 35 14	Identification Systems
	01 35 23	Safety
	01 35 24	Demolition Health and Safety
	01 35 43.01	Demolition

01 35 43.05	Removal and Disposal of Active or Abandoned Fuel Lines
01 35 43.07	Recovery, Reuse and Recycling Requirements
01 35 43.16	Excavation and Disposal of Contaminated Soil, Sludge and Water
01 35 43.19	Disposal of contaminated Soil, Sludge and Water
01 35 53	Security
01 35 91	Archeological Conditions
01 41 00	Regulatory Requirements
01 42 00	References
01 45 00.01	Quality Control
01 51 00	Temporary Utilities
01 52 13	Field Offices and Sheds
01 53 00	Temporary Construction
01 54 00	Construction Aids
01 55 00	Access Roads and Parking Areas
01 55 26	Traffic Regulation
01 56 00	Barriers and Enclosures
01 57 00	Temporary Controls
01 57 23	Storm Water Pollution Prevention, Erosion, and Sediment Control
01 58 00	Project Identification and Signs
01 60 00	Material and Equipment
01 62 00	Product Options and Substitutions
01 71 13	Mobilization
01 71 23	Field Engineering
01 73 29	Cutting and Patching
01 78 00	Contract Closeout
01 78 24	Equipment Inventory
01 78 24.	App Equipment Inventory Form
01 78 39	Project Record Documents
01 91 00	Facility Startup
01 93 00	Maintenance

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SPECIFICATIONS

Division	Section	Title
02		EXISTING CONDITIONS
	02 22 25	Underground Utility Locating
	02 22 26	Potholing
	02 41 13.23	Utility Line Removal
	02 41 13.26	Catch Basin and Manhole Structures Demolition and Backfill

	02 41 19	Surface Preparation (FAA Item P-101)
	02 41 16.19	Triturator Demo
	02 41 19.23	Guard Shack Demolition
	02 41 29	Blast Fence Demolition
03		CONCRETE
	03 30 00	Structural Portland Cement Concrete (FAA Item P-610)
	03 62 13	Non-Shrink, Non-Ferrous, Mineral-Aggregate Based Precision Grout
09		SURFACE COATINGS
	09 90 00	Painting and Coating
		MECHANICAL
22	22 05 23	General-Duty Valves for Plumbing Piping
	22 05 29	Hangars and Supports for Plumbing Piping and Equipment
	22 05 53	Identification for Plumbing Piping and Equipment
	22 14 29	Sump Pumps
	22 33 00	Electrical Domestic Water Heater
		ELECTRICAL
26	26 05 01	Basic Materials & Methods
	26 05 19	Low Voltage Electrical Power Conductors and Cables
	26 05 23	Control-Voltage Electrical Power
	26 05 26	Grounding and Bonding for Electrical Systems
	26 05 29	Hangers and Supports for Electrical Systems
	26 05 33	Raceway and Boxes for Electrical Systems
	26 05 33.13	PVC Coated Galvanized Rigid Steel Conduits
	26 05 34	Conduit Raceways and Fittings
	26 05 43	Underground Ducts and Raceways for Electrical Systems
	26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
	26 05 48	Vibration and Seismic Controls for Electrical Systems
	26 05 53	Identification for Electrical Systems
	26 05 73	Power System Study
	26 08 00	Commissioning of Electrical System
	26 09 23	Lighting Control Devices
	26 22 00	Low-Voltage Transformers
	26 24 13	Switchboards
	26 24 16	Panelboards
	26 27 26	Wiring Devices
	26 28 00	Switches and Circuit Breakers
	26 28 01	Triturator System Integration
	26 28 16	Enclosed Switches & Circuit Breakers
27		COMMUNICATIONS
	27 13 00	Communications Backbone Cabling
	27 15 00	Communications Horizontal Cabling

28		ELECTRONIC SAFETY AND SECURITY
	28 00 10	Security General
	28 00 90	Security Commissioning
	28 23 00	Closed Circuit Television System
	28 23 01	ITT Cabinet and Power Equipment
31		EARTHWORK
	31 10 00	Site Clearing
	31 23 00	Excavation and Embankment (FAA Item P-152)
	31 23 19	Dewatering
	31 23 23	Backfill and Geotextiles
	31 32 16.16	Soil Stabilization and Dust Control
	31 40 00	Shoring and Bracing
	31 50 00	Excavation Support System for Pits
	31 63 29	Drilled Concrete Piers
32		EXTERIOR IMPROVEMENTS
	32 01 11.53	Airfield Pavement Marking Removal
	32 01 16.71	Cold Milling Asphalt Paving
	32 11 23	Crushed Aggregate Base Course (FAA Item P-209)
	32 11 33	Cement-Treated Base Course (FAA Item P-304)
	32 11 36	Econocrete Base Course (FAA Item P-306)
	32 12 13.13	Bituminous Tack Coat (FAA Item P-603)
	32 12 13.19	Bituminous Prime Coat (FAA Item P-602)
	32 12 16.13	Hot Mix Asphalt (HMA) Pavements (FAA Item P-401)
	32 12 16.14	Hot Mix Asphalt (HMA) Pavements (Base, leveling or Shoulder Surface Course) (FAA Item P-403)
	32 12 36.13	Bituminous Pavement Sealer (FAA Item P-632)
	32 12 73	Joint Sealing Filler (FAA Item P-605)
	32 13 13	Portland Cement Concrete Pavement (FAA Item P-501)
	32 13 13.10	High Early Strength Concrete (P-503)
	32 13 13.20	Sidewalk and Curbs
	32 17 23	Runway and Taxiway Painting (FAA Item P-620)
	32 23 23.33	Controlled Low-Strength Material (CLSM) (FAA Item P-153)
	32 31 13	Chain Link Fence (FAA Item F-162)
	32 31 15	Temporary AOA Fence
33		UTILITIES
	33 05 13.13	Manhole Grade Adjustment
	33 05 13	Manholes and Structures
	33 05 19	Pressure Piping Tied Joint Restraint System
	33 05 23	Open Trench Pipe Casing
	33 11 16	Site Water Utility Distribution Piping
	33 12 13	Water Service Connections
	33 31 00	Sanitary Utility Sewage Piping
	33 32 16	Airport Septage Receiving Station
	33 34 00	Pressurized Sanitary Sewer and Industrial Waste Systems
	33 41 00	Pipe for Storm Drains and Culverts (FAA Item D-701)
	33 44 13	Manholes, Catch Basins, Inlets and Inspection Holes (FAA Item D-751)

- 34 AIRFIELD ELECTRICAL AND CONTROL
- 34 43 00.01 Airfield General Electrical Requirements
 - 34 43 01 Airport Underground Electrical Duct Banks and Conduits (FAA Item L-110)
 - 34 43 03 Underground Power Cable for Airports (FAA Item L-108)
 - 34 43 13.12 Airport Obstruction Lights
 - 34 43 13.19 Adhesive for Inset Lighting

 - 34 43 13.23 Airfield Runway and Taxiway Lighting
 - 34 43 13.50 Airfield Sign
 - 34 43 13.70 Electrical Manholes and Junction Structures
 - 34 43 16.16 2400 V Pad Mounted Distribution Transformers and Sectionalizing Box (25KVA&37.5KVA)
 - 34 43 16.19 15 KV Medium Voltage Cable
 - 34 43 16.21 Optical Fiber cable
 - 34 43 26.23 Airfield Lighting Computer Update
 - 34 43 33 Airfield Lighting Test
 - 34 73 16 Airfield Grounding
 - 34 98 00 Electrical Demolition Work
 - 34 98 01 Temporary Airfield Electrical Work
- 34 AIRFIELD CONSTRUCTION
- 34 73 19 Jet Blast Deflecting Fences

ATTACHMENTS

- Appendix A 2016 Project Labor Agreement (PLA)
- Appendix B Construction Safety and Phasing Plan (CSPP)

END OF DOCUMENT

**DOCUMENT 00 11 13.01
ADVERTISEMENT FOR BIDS
FORMAL - PFC ELIGIBLE**

CONTRACT NUMBER: 10005.61

PROJECT TITLE: Taxilanes H & M Realignment

DEADLINE FOR BIDS: 05/25/2016, by 2:00 pm, PST

PRE-BID CONFERENCE: Wednesday, 05/04/2016 at 2:00 PM

SUBMISSION:

Bids must be submitted in two (2) separate, sealed envelopes, labeled Envelope "A" and "B," no later than **2:00 PM on Wednesday, 05/25/2016**. Envelope "A" will be opened shortly after **2:00 PM**. All details for the preparation of these envelopes including, but not limited to, the description of the contents of each envelope, times required for their submittal times at which each envelope will be opened, and the procedure which will be followed during the bid opening are set forth in Document 00 21 13.05 (Instructions to Bidders).

The Airport Commission specifically reserves the right, in its sole discretion, to reject any or all Bids or to waive technical defects in bidding. Bidders are solely responsible for the cost of preparation of Bids.

In accordance with San Francisco Administrative Code Chapter 6, no bid is accepted & no contract in excess of \$600,000 is awarded by the City & County of San Francisco until such time as the Airport Commission approves the contract for award and the funds are certified. Pursuant to Chapter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

PROJECT DESCRIPTION:

Under this contract, new pavement sections, storm drain lines, centerline lights, AOA perimeter fence, blast fence, signage, pavement markings, start-up pad, water line, and triturator will be constructed along with the realigned taxilanes. The scope of work will also include the demolition of the existing South Field Checkpoint, triturator, high mast lighting, blast fence, AOA perimeter fence, pavement markings, and conflicting storm drain utilities.

CONTRACT MANAGER:

Christopher McManus
650-821- 7724
christopher.mcmanus@flysfso.com

CONTRACT DURATION:

305 total consecutive calendar days following issuance of Notice to Proceed.

ENGINEER'S ESTIMATE:

Project estimate is \$30,700,000.

PRE-BID CONFERENCE:

It is Not Mandatory but Recommended for all prospective Bidders to attend a Pre-bid Conference at 2:00 PM on Wednesday, 05/04/2016 at the Delta/Singapore Building, 710 North McDonnell Road, Skylon Conference Room in The Big Room, San Francisco International Airport, as provided in Document 00 21 13 (Instructions to Bidders). A Site Visit may be held after the conference; please consult with Contract Manager regarding the schedule and duration.

CMD REQUIREMENTS:

Obtain the Contract Monitoring Division (“CMD”) – Attachment 1 Requirements for Construction Contracts in Excess of \$300,000. Refer to Document 00 43 11 (CMD Forms). Inquiries concerning CMD requirements should be directed to the Contract Compliance Office, at (650) 821-7796.

Bid Discounts will be applied as per Chapter 14B of the Administrative Code.

The LBE subcontracting requirement is 20%.

All Bidders shall submit documented good faith efforts with their Bids, except those who exceed the above-stated subcontracting requirement by 35%. Refer to CMD Attachment 1.

BID DOCUMENTS:

Contract Documents, Plan Holders Lists, Addenda, and Bid Results will only be available to download at no charge from the following website: <http://www.sfoconstruction.com/>, after 04/20/2016. For information pertaining to the Contract Documents and Final Bid Results, contact Christopher McManus, Contract Manager, at (650) 821- 7724. Inquiries concerning Plan Holders Lists and the download of Plans and Specifications should be directed to Contract/Project Manager.

BID SECURITY:

Pursuant to section 6.21.A(4) of the San Francisco Administrative Code, Bidder must submit a corporate surety bond or an irrevocable letter of credit on forms provided by the Commission, or a certified check of not less than ten percent (10%) of amount bid, including all allowances and additive alternates, with its Bid.

CONTRACT REQUIREMENTS (See Project Manual for complete list):**License:**

A California “A” Contractor’s License is required to perform this Contract. Joint ventures shall have secured a joint venture contractor’s license prior to award of this Contract.

Bonds:

Sec. 6.22(A) of the San Francisco Administrative Code requires all construction contracts awarded by the City and County of San Francisco in excess of \$25,000 to include performance and payment bonds for 100% of the contract award. For information on the City’s Surety Bond Program, call (415) 217-6578. Please leave message if there is no answer.

Wages:

Minimum wage rates for this project must comply with the current General Prevailing Wage as determined by the State Department of Industrial Relations or the United States Department of Labor,

whichever is greater. Minimum wage rates other than applicable General Prevailing Wage must comply with San Francisco Administrative Code, Chapter 12P, Minimum Compensation Ordinance.

This Contract is subject to compliance monitoring and enforcement of prevailing wage requirements under federal, state, and local law, including the following:

1. Under section 1725.5 of the California Labor Code, 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”).
2. No contractor or subcontractor may be listed in a bid for a public works project unless registered with the DIR per Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
3. No contractor or subcontractor may be awarded a contract for public work on a public work project unless registered with the DIR per Labor Code section 1725.5.

Equal Benefits:

Bidders are hereby advised that the Contractor must be certified by CMD as being in compliance with the Equal Benefits Provisions of Administrative Code Chapter 12B prior to award of the Contract.

Labor Peace/Card Check Rule:

In submitting a Bid, Bidder agrees that if awarded the Contract it will comply with the requirements of the Airport Commissions’ Rules and Regulations, Rule 12.1 “Labor Peace/Card Check Rule.” A copy of the Airport Commissions’ Rules and Regulations can be found at <http://www.flysfo.com/about-sfo/theorganization/rules-and-regulations>.

NOTICE OF NEW REQUIREMENTS:

Bidders are advised of the following new requirements used in this Contract:

- New requirements from SF Admin Code 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions.” See Document 00 73 73 (Statutory Requirements), Article 2.16.
- Section 1725.5 of the California Labor Code: Bidders and all subcontractors are required to be registered with the California Department of Industrial Relations. Proof must be provided for all Bids submitted on or after March 1, 2015. See Instructions to Bidders for more details.
- Administrative Code Chapter 6: New requirements effective August 1, 2015.

END OF DOCUMENT

**DOCUMENT 00 21 13.05
INSTRUCTIONS TO BIDDERS
(FORMAL - PFC ELIGIBLE)**

CONTENTS

SECTION 20 – BID REQUIREMENTS AND CONDITIONS

- 20-02 QUALIFICATION OF BIDDERS
- 20-02.1 LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
- 20-02.2 LOCAL HIRING REQUIREMENTS
- 20-03 CONTENTS OF BID FORMS
- 20-04 ISSUANCE OF BID FORMS
- 20-05 INTERPRETATION OF ESTIMATED BID QUANTITIES
- 20-05.1 DRAWING INDEX
- 20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- 20-07 PREPARATION OF BIDS
- 20-08 IRREGULAR BIDS
- 20-09 BID GUARANTEE
- 20-10 DELIVERY OF BID
- 20-11 WITHDRAWAL OR REVISION OF BIDS
- 20-12 PUBLIC OPENING OF BIDS
- 20-13 DISQUALIFICATION OF BIDDERS
- 20-14 DISQUALIFICATION OF BIDDERS
- 20-15 INTERPRETATIONS AND ADDENDA

SECTION 30 – AWARD AND EXECUTION OF CONTRACT

- 30-01 CONSIDERATION OF BIDS
- 30-02 AWARD OF CONTRACT
- 30-03 CANCELLATION OF AWARD
- 30-04 RETURN OF BID GUARANTY
- 30-05 REQUIREMENTS OF CONTRACT BONDS
- 30-06 EXECUTION OF CONTRACT
- 30-07 APPROVAL OF CONTRACT
- 30-08 FAILURE TO EXECUTE CONTRACT

SECTION 20 – BID REQUIREMENTS AND CONDITIONS

20-02 QUALIFICATION OF BIDDERS.

- A. Each Bidder shall furnish to the City satisfactory evidence of its competency to perform the proposed Work. Such evidence of competency, unless otherwise specified, shall consist of statements covering Bidder’s past experience on similar work (refer to Document 00 45 13: Bidder’s Qualifications Statement), a list of equipment that would be available for the Work (refer to Document 00 45 13: Bidder’s Qualifications Statement), and a list of key personnel that would be available (refer to Document 00 62 96: Experience Statement). In addition, Bidder shall furnish to the City satisfactory evidence of its financial responsibility (refer to Document 00 45 13: Bidder’s Qualifications

Statement). Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, Bidder shall further certify whether its financial responsibility is approximately the same as stated or reported by the public accountant. If Bidder's financial responsibility has changed, Bidder shall qualify the public accountant's statement or report to reflect Bidder's true financial condition at the time such qualified statement or report is submitted to the City.

1. Unless otherwise specified, Bidder may submit evidence that it is prequalified with the State Highway Division and is on the current "bidder's list" of California. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.
 2. Each Bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the City at the time of bid opening. The City will credit the experience of a Bidder's senior management personnel toward the organizational/Bidder qualification requirement with the following basic requirements:
 - (i) The individual in question must be an owner, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm/entity;
 - (ii) The individual must not be designated to fill one of the key personnel positions identified in Subparagraph C, below;
 - (iii) The Bidder must demonstrate, to the City's satisfaction, that the individual's prior experience with another firm/entity is predictive of the Bidder's performance under this Contract based on the individual's present management role with the firm and the individual's anticipated involvement in the management/supervision of the Work under this Contract; and
 - (iv) The individual has been employed by or associated with the firm, or a joint venture member, for a certain minimum period, usually at least one (1) year prior to the deadline for submitting bids.
- B. Failure to timely provide and furnish complete information prior to Contract award may result in a determination that Bidder is not responsible and may result in the rejection of Bidder's Bid.
- C. 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 as City deems necessary to assist in its evaluation of the Bids and to establish Bidder's responsibility.
- D. Experience Statements. Submit sufficient information on completed Experience Statement forms (Document 00 62 96), and additional sheets as necessary, to demonstrate to the satisfaction of the City the qualifications and experience of the key personnel identified below. Submit a separate Experience Statement for each key person identified below.
1. Key Personnel:
 - a. Contractor's Airport Project Manager: The Airport Project Manager's successful experience managing day-to-day activities of at least 5 years minimum experience on projects similar to the Work of this Contract, or as specified in the technical specifications.
 - b. Contractor's General Construction Superintendent: The Construction Superintendent's successful experience managing day-to-day activities of at least 5 year minimum experience on projects similar to the Work of this Contract, or as specified in the technical specifications.

3c. Contractor's Project Safety Coordinator: The Project Safety Coordinator's successful experience managing day-to-day activities of at least 5 year minimum experience on projects similar to the Work of this Contract, or as specified in the technical specifications.

2. Contractor must also demonstrate that it meets the following qualifications:

4a. The Contractor must have experience performing FAA NAVAID and Airfield Electrical (Non-FAA's NAVAID) work in accordance with these Contract Specifications.

5b. Unless otherwise indicated in the bidding requirements of the project the Contractor shall demonstrate the following verifiable experience:

- i. For FAA's NAVAID Work: The electrical contractor shall have worked on a minimum of two (2) projects within the last (5) five consecutive years performing the installation and commissioning of FAA Navigational and/or Electrical systems (in accordance with FAA Standard Orders) in an airfield environment.
- ii. For Airfield Electrical (Non-FAA's NAVAID) Work: The electrical contractor(s) shall possess a California C-10 license and have worked on a minimum of two (2) projects within the last five (5) consecutive years in accordance with the FAA Advisory Circular standards similar scope.
- iii. All quality assurance survey work shall be performed by a license land surveyor certified by the State of California. The contractor shall have worked on a minimum of two (2) projects within the last (5) five consecutive years performing similar type of work in accordance with FAA Advisory Circular standards.
- iv. Paving

Years of Experience:

Bidders shall submit with Bid evidence of the following qualifications and experience of the Contractor and Subcontractor:

- Construction of three (3) projects in excess of \$1 million contract value within the last ten (10) years requiring the placement of asphalt concrete pavement in accordance with FAA Specifications Item P-401 "Plant Mix Bituminous Pavements."

Equipment: The Contractor shall use a material transfer vehicle (MTV) to deliver mix to the paver for all work on the taxiway. The MTV shall have the ability to reblend asphalt paving material to allow for continuous in-line paving without thermal segregation.

MTV shall be Roadtec SB-2500e/ex Shuttle Buggy® material transfer or approved equal.

Material: SFO probably has an asphalt mix that they have used over the years with success. If they do not have a preferred mix, I would suggest: P-401 Surface Courses: Performance Grade (PG) 76-22 M, conforming to ASSTO M320. Aggregate could be 1-1/4 inch, 1 inch or 3/4 inch per standard FAA P401 spec

- v. Marking

Equipment

Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking truck with a minimum 40 gallon paint capacity, a bead dispensing machine apparatus attached to the marking truck to dispense, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. Contractor must maintain on site the minimum equipment listed in Table 1 or approved equal during marking operations.

TABLE 1. Minimum Marking Equipment		
NUMBER	ITEM NAME	Minimum Specifications
1	Truck Mounted Airport Marking System	<ul style="list-style-type: none"> • Capable of applying markings 6 to 36 inches wide in a single pass, and be capable of applying two colors simultaneously. • Uniform flow of beads are automatically triggered when the paint guns are activated • Pressurized bead guns

Marking Removal

Pavement markings shall be removed from the indicated areas by methods acceptable to SFO that cause negligible damage to existing pavements, surface texture, joint sealants or other airfield appurtenances. Waterblasting and other similar types of marking removal will be reviewed for approval by SFO. Paint markings shall be removed from all areas indicated on the plans by at least 85%; however holding position markings, surface painted signs, enhanced taxiway centerlines, and where marking is not to be re-installed shall be 95% - 100% removed

Marking Removal Equipment

Contractor must maintain on site the minimum equipment listed in Table 1 or approved equal during marking and removal operations.

1	High Pressure Water blasting Trucks with Vacuuming Capabilities	<ul style="list-style-type: none"> • Capable of Pressures up to 20,000 psi • Uses 15 to 25 gpm of water • Results in a hydraulic effect from the force of water • Recovers debris and water through a separate follow-behind vacuum system • Maneuvers around Fixtures to avoid damage to joints materials • Can remove existing markings up to 1000 SF per hour
---	---	--

E. The City will promptly notify apparent low Bidders in writing if the City, after due investigation, has any reasonable objection to any such proposed person, and will request apparent low Bidders to submit an acceptable substitute without an increase in Bid price.

1. If apparent low Bidder declines or fails to make such substitution within fifteen (15) calendar days from the date of the City’s request, the City may proceed to award the Contract to the responsible Bidder who submitted the next lowest responsive Bid and proposes to use acceptable persons. Declining to make requested substitutions may constitute, as determined by the City at its sole discretion, Bidder’s refusal to enter into the Contract and result in forfeiture of the Bid security of such Bidder.
2. Any person listed for whom the City does not make a written objection before award of the Contract will be deemed acceptable to the City, subject to revocation of such acceptance after the

effective date of the Agreement as provided in Document 00 72 00.01 (General Conditions).

3. No acceptance by the City of any such person shall constitute a waiver of the right of the City to reject defective work.
4. In the event that the Contractor substitutes a key team member during the performance of the Contract, the Contractor shall submit, at least seven (7) Working Days prior to engaging the person, an Experience Statement (Document 00 62 96) to the City in the same manner as described above for the City's review and acceptance. The substitution is subject to the approval of the City based upon qualifying experience on similar projects. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may withhold progress payments until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

20-02.1 LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM

- A. The Bidder shall comply with all requirements of Administrative Code Chapter 14B and Contract Monitoring Division ("CMD") Attachment 1 – Requirements for Construction Contracts in Excess of \$300,000, including Good Faith Efforts Requirements and Special Manufactured Items Requirements. -Refer to Document 00 43 11 (CMD Forms).
- B. The LBE subcontractor participation goal requirement for this Contract is 20%
 1. Pursuant to Administrative Code section 14B.9, Bidders are advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontract work on this project is as follows:

9% MBE; 2% WBE; 9% OBE.

2. Only CMD-certified Small-LBEs and Micro-LBEs can be utilized to comply with the subcontracting goals requirements. Bidders shall not use SBA-LBEs to meet the subcontracting goal requirement.

20-02.2 LOCAL HIRING REQUIREMENTS

- A. The San Francisco Local Hiring Policy for Construction, Administrative Code Section 6.22(g), will apply to this Contract, if awarded. -Refer to Contract Document 00 73 77 (Local Hire Requirements) 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. -In addition, the Office of Employment and Workforce Development ("OEWD") maintains a 'Q&A' regarding the Policy, which is available on OEWD's website at: www.oewd.org
- 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 www.oewd.org. -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 Airport Project Manager using Document 00 43 40 (Request for Trade Exemption Form "RTE"). Completed Request for Trade Exemption Forms, including all

required supplementary information, must be received by the Airport Project Manager at least fifteen (15) working days prior to the date of Bid opening. –Refer to the RTE form for supplementary information requirements.

- D. The Airport Project Manager 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 City prior to Bid opening. –The City will not consider incomplete Requests or Requests submitted after the deadline set forth above.

20-03 CONTENTS OF BID FORMS.

- A. The City shall furnish Bidders with Bidding Documents. All papers bound with or attached to the Bidding Documents are necessary parts and must not be detached.
- B. The plans specifications, and other documents designated in the Bid form shall be considered a part of the Bid whether attached or not.

20-04 ISSUANCE OF BID DOCUMENTS.

- A. The City reserves the right to refuse to issue a bid form to a prospective Bidder should such Bidder be in default for any of the following reasons:
1. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Bid as a requirement for bidding.
 2. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Bid to a prospective bidder.
 3. Documented record of Contractor default under previous contracts with the City.
 4. Documented record of unsatisfactory work on previous contracts with the City.
- B. Bid Documents will be available to download at no charge from the following website: www.sfoconstruction.com.
- C. A full set of Bid Documents is available for inspection during business hours without charge at Design and Construction, San Francisco International Airport, 676 N. McDonnell Road, Conference Room C, San Francisco, CA 94128. Bidders may be allowed to perform inspection only, but may not perform any bid take-offs during this inspection.

20-05 INTERPRETATION OF ESTIMATED BID QUANTITIES.

An estimate of quantities of Work to be done and materials to be furnished under these specifications is given in the Bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the Contract. The City does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in Document 00 72 00.01, General Conditions, subsection 40-02 titled Alteration Of Work And Quantities, without in any way invalidating the unit Bid prices.

20-05.1 DRAWING INDEX

See specification section 00 01 15 List of Drawings, Tables and Schedules

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.

- A. Bidder is expected to carefully examine the site of the proposed work, the Bid, plans, specifications, and Contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract. The submission of a Bid shall be prima facie evidence that Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, plans, and specifications.
- B. Boring logs and other records of subsurface investigations and tests, if any, are available for inspection of Bidders (Refer to Document 00 31 00). It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to Bidder, was obtained and is intended for the City's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from its examination of the boring logs and other records of subsurface investigations and tests that are furnished by the City.
- C. If a bidder objects on any grounds to any Bid specification or legal requirement imposed by these Bid Documents, the Bidder shall, not more than fifteen (15) Calendar Days after this Contract is advertised, provide written notice to Design and Construction setting forth with specificity the grounds for the objection. The failure of a bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

20-07 PREPARATION OF BID

- A. Bidder shall submit its Bid on the forms furnished by the City (Refer to Document 00 41 00.01: Bid Form). All blank spaces in the Bid forms must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the Bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
- B. Bidder shall sign the Bid correctly and in ink. If the Bid is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the Bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a Bid as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.
- C. Bidder shall submit with its Bid the forms, properly completed and executed as needed, that are listed in Document 00 41 00.04 (Bidding Forms Checklist). Bidder should furnish satisfactory evidence that the Bidder is currently registered with the California Department of Industrial Relations ("DIR") as required by California Labor Code Section 1725.5. Pursuant to California Labor Code Section 1771.1, if the Bidder is not registered with the DIR at the time of Bid, a failure of Bidder to register with the DIR as required by California Labor Code Section 1725.5 prior to award of the Contract constitutes a failure to execute the Contract, which may result in a forfeiture of the Bidder's Bid Security.

- D. With its Bid, Bidder must submit Document 00 43 37 (Federal Bidder's List) with information on the Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent, (0.5%). Refer to Document 00 43 37 (Federal Bidder's List) for further instructions.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER.

A responsive Bid conforms to all significant terms and conditions contained in the City's Advertisement for Bid. It is the City's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR BIDS.

A. Bids shall be considered irregular for the following reasons:

1. If the Bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Bid form is detached.
2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the Bid incomplete, indefinite, or otherwise ambiguous.
3. If the Bid does not contain a unit price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
4. If the Bid contains unit prices that are obviously unbalanced.
5. If the Bid is not accompanied by the Bid guaranty specified by the Owner.

B. The City reserves the right to reject any irregular Bid and the right to waive technicalities if such waiver is in the best interest of the City and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE

- A. A Bid guaranty, in an amount equal to ten percent (10%) of the Total Bid Price, shall be submitted with each Bid.
- B. The Bid security may be in the form of a notarized corporate surety bond, a certified check payable on site to the City and County of San Francisco, 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. A notarized Bid Bond form (Document 00 61 00) shall be submitted unless the Bid is accompanied by a certified check or irrevocable standby letter of credit (Document 00 61 26).

20-11 DELIVERY OF BID

Each Bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside (i.e. "Bid for Taxilanes H & M Realignment (San Francisco International Airport Contract No. 10005.61)"). No Bid will be considered unless received at the place specified below, or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the bidder unopened.

Bids must be submitted and received at the following address:

San Francisco International Airport
Design & Construction
676 N. McDonnell Road
San Francisco, California 94128

PLEASE NOTE THAT U.S. MAIL CANNOT BE RECEIVED AT 676 N. McDonnell Road, San Francisco, California 94128. Hand deliveries and messenger service deliveries can be received at 676 N. McDonnell Road, San Francisco, California 94128.

While not advised, Bids can be sent via the United States Post Office and mailed to the following P.O. Box address for general deliveries to the Airport but be advised that delivery to the P.O. Box address may be delayed by internal handling of incoming mail at the Airport. Postmarks will not be considered in judging timeliness of submissions. It shall be Bidder's responsibility to see that Bids are sent in sufficient time to be received and taken to the place of the Bid opening prior to the time specified in the Advertisement for Bids.

Christopher McManus, Airport Project Manager
San Francisco International Airport
Design & Construction
P.O. Box 8097
San Francisco, CA 94128

20-12 WITHDRAWAL OR REVISION OF BID.

A bidder may withdraw or revise (by withdrawal of one Bid and submission of another) its Bid provided that the Bidder's request for withdrawal is received by the City in writing or by telegram before the time specified for opening Bids. Revised Bids must be received at the place specified in the Advertisement before the time specified for opening all Bids. Bids not withdrawn prior to the scheduled time for receipt of Bids shall not be withdrawn for a period of ninety (90) Calendar Days thereafter.

20-13 PUBLIC OPENING OF BIDS

Bids shall be opened, and read, publicly at the time and place specified in Document 00 11 13.01, Advertisement for Bids. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS

A. A bidder shall be considered disqualified for any of the following reasons:

1. Submitting more than one Bid from the same partnership, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating Bidder has been reinstated by the City as a qualified bidder.
3. If the Bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled Issuance of Bid Forms of this Document.

- B. Bidder shall complete and submit with its Bid, Document 00 45 14, Certification of Bidder Regarding Debarment and Suspension.
- C. Bidder further agrees by submitting this Bid that it will require its subcontractors, lower-tier subcontractors and suppliers to complete and submit to the City within ten (10) Working Days after the date of Bid opening, Document 00 45 14, Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension.
- D. Bidder agrees by submitting this Bid that, should the Contract be entered into, it 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.

20-15 INTERPRETATIONS AND ADDENDA

- A. 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 Airport Project Manager in writing using Document 00 21 14, Questions on Bid Documents “QBD,” attached to this Document and submit the same to the Airport Project Manager.
- B. If the response to a QBD is not already contained in the current Bid Documents and resolution of the question is considered necessary by the Airport Project Manager, then the Airport Project Manager will, time permitting, issue a written response in the form of an Addendum to all Bidders of record.
 - 1. Only responses contained in an Addendum will be binding.
 - 2. The City will not be responsible for oral explanations or interpretations of the Bid Documents.
- C. 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 Airport Commission. To obtain acceptance of unspecified products, Bidders shall submit the QBD form accompanied by Document 00 63 25, Request for Product Substitution, together with required supporting documentation.
 - 1. The burden of proof of the merit of the proposed substitute item is upon the Bidder.
 - 2. The Airport Commission’s decision of approval or disapproval of a proposed substitute item will be final.
 - 3. If the Airport Commission approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
- D. Questions or requests for substitution received less than ten (10) Calendar Days prior to the date of receiving Bids may not be answered.
- E. A pre-bid conference may be held at the place and no later than the date and time specified in Document 00 11 13.01, Advertisement for Bids for discussion of the Contract Documents and specific project requirements, and the non-discrimination requirements and surety bond programs. The representatives will be present at the pre-bid conference to receive questions. Subsequently, an Addendum incorporating the City's responses to questions or to questions submitted on Document 00 21 14, QBD, will be issued, if deemed necessary by the City.
- F. Bidder shall acknowledge receipt of all Addenda by completing Document 00 42 54, Acknowledgment of Receipt of Addenda, attached to the Bid Form.

20-16 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

Document 00 43 00.04 (Supplementary Bidding Forms Checklist) and as described below.

- B. Within ten (10) Working Days after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit the following:
 - 1. Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program) completed by each subcontractor who employs journeypersons or apprentices in an apprenticeable craft or trade.
- C. Refer to Document 00 54 15, Escrow Bid Documents, for additional submittal requirements after Bid opening.
- D. Requests For Product Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution, said Bidder must make such request no later than ten (10) Working Days following the date Notice of the Award. Requests shall be granted or denied at the City's sole discretion. Refer to Document 00 63 25 (Requests for Product Substitution) and Specifications Document 01 62 00 (Product Options & Substitutions). The completed Requests for Product Substitution form shall be submitted to the Airport Project Manager.

20-17 BID PROTESTS

- A. Bidder may file a protest with the City against another Bidder or Bidder's subject to the provisions of this Article "Bid Protests." The procedures and time limits set forth in this Article "Bid Protests" are mandatory and are the Bidders' 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.
- B. A protest shall be governed by the following time limitations:
 - 1. A 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. A copy of the protest with all supporting documentation shall be delivered concurrently by the protesting Bidder to all Bidders against whose Bids the protest is directed.
 - 2. The City will give the protested Bidders five (5) Working Days to respond to the protest.
 - 3. All protests and responses or comments by opposing Bidders that are received after the time set forth herein will be rejected.
 - 4. The City will evaluate all protests and responses and issue a written decision on such protests, responses and other matters related to award of the Contract.
 - 5. Protests not received within the time and in the manner specified will not be considered.
- C. Delivery of protest:
 - 1. If a protest is mailed, the protesting Bidder 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 which objectively establish the date of receipt by the City.
 - 2. Telephoned protests will not be considered.
 - 3. Protests shall be transmitted to:

Geoffrey W. Neumayr
Deputy Airport Director
San Francisco International Airport - Design & Construction Division
P.O. Box 8097
San Francisco, CA 94128

FAX: (650) 821-7779

Or may be hand delivered to:

Geoffrey W. Neumayr
Deputy Airport Director
San Francisco International Airport – Design & Construction Division
676 N. McDonnell Road
San Francisco, California 94128

D. Content of protest:

1. The protest document shall state the basis for the protest and provide supporting evidence.
2. The protest shall refer to the specific portion of the Bid that forms the basis of the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting Bidder.
4. 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.

SECTION 30 – AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF BIDS

- A. After the Bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the Bids by the unit bid prices. If a Bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.
- B. Until the award of a contract is made, the City reserves the right to reject a Bid for any of the following reasons:
 1. If the Bid is irregular as specified in subsection 20-09, titled Irregular Bids above.
 2. If the Bidder is disqualified for any of the reasons specified in subsection 20-14, titled Disqualification of Bidders above.
- C. In addition, until the award of a contract is made, the City reserves the right to reject any or all Bids, waive technicalities, if such waiver is in the best interest of the City and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new Bids; or proceed with the work otherwise. All such actions shall promote the City's best interests.

30-02 AWARD OF CONTRACT

- A. The award of a contract, if it is to be awarded, shall be made within ninety (90) Calendar Days of the date specified for publicly opening Bids, unless otherwise specified herein.
- B. Award of the Contract shall be made by the City to the lowest, qualified bidder whose Bid conforms to the cited requirements of the City.
- C. In conformance with California Labor Code Sections 1771.125.5 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 DIR.

- D. In accordance with Administrative Code Chapter 6, no bid is accepted and no contract in excess of the threshold amount is awarded by the City until such time as the Airport Commission issues an order of award.
- C. Pursuant to San Francisco Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

30-03 CANCELLATION OF AWARD.

The City reserves the right to cancel the award without liability to Bidder, except return of Bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the City in accordance with the subsection 30-07, titled Approval of Contract, below.

30-04 RETURN OF BID SECURITY.

All Bid guaranties, except those of the two lowest Bidders, will be returned immediately after the City has made a comparison of Bids as specified in subsection 30-01, titled Consideration of Bids. Bid guaranties of the two lowest Bidders will be retained by the City until such time as an award is made, at which time, the unsuccessful Bidder's Bid guaranty will be returned. The successful Bidder's Bid guaranty will be returned as soon as the City receives the contract bonds as specified in subsection 30-05, titled Requirements of Contract Bonds.

30-05 REQUIREMENTS OF CONTRACT BONDS.

Within ten (10) Working Days from the date the City mails or otherwise delivers the Contract to the successful Bidder for execution, the successful bidder shall furnish the City a surety bond or bonds that have been fully executed by Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be on Document 00 61 13. The surety bond or bonds shall be in a sum equal to the full amount of the Contract.

30-06 EXECUTION OF CONTRACT.

The successful Bidder shall sign (execute) the necessary agreements for entering into the Contract and return such signed contract to the City, along with the fully executed surety bond or bonds specified in the subsection 30-05, titled Requirements of Contract Bonds, within ten (10) Working Days from the date mailed or otherwise delivered to the successful Bidder.

- B. Along with submitting three (3) original copies of the executed Document 00 52 00, Agreement Form, Contractor shall also submit the following:
1. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk;
 2. Document 00 61 13 (Performance Bond and Payment (Labor and Material) Bond), three (3) original copies of each.
 3. Insurance certificates and endorsements, 1 original copy of each, including the following:
 - a. The Contract number "10005.61" and Project title "Taxilanes H & M Realignment", the agent names and telephone numbers, and name the certificate holder as follows:

Christopher McManus, Airport Project Manager
San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128

- b. Name as additional insured the parties as specified in Document 00 73 16 (Insurance Requirements), Article “Insurance for Others”.
- c. If the standard Acord form is used, delete the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
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 of Status as Signatory to Apprenticeship Program or Proof of Payment:
 - a. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program), 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 Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program), successful Bidder shall submit written proof of each such subcontractor's status as a signatory.
 - c. Successful Bidder and/or its subcontractor(s) 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.
7. Proof that Bidder and all subcontractors who will work on the contract are currently registered with the DIR under California Labor Code Section 1725.5.8.
8. Copies of Bidder’s and all subcontractors’ current Business Tax Certificates.

30-07 APPROVAL OF CONTRACT.

Upon receipt of the Contract and contract bond or bonds that have been executed by the successful Bidder, the City shall complete the execution of the Contract in accordance with local laws or ordinances, and return the fully executed Contract to the Contractor.

30-08 FAILURE TO EXECUTE CONTRACT.

Failure of the successful Bidder to execute the Contract and furnish an acceptable surety bond or bonds within the 15-calendar day period specified in subsection 30-05, titled Requirements of Contract Bonds shall be just cause for cancellation of the award and forfeiture of the Bid guaranty, not as a penalty, but as liquidation of damages to the City.

END OF DOCUMENT

DOCUMENT 00 41 00.01
BID FORM

Date of Bid: _____

TO THE AIRPORT PROJECT MANAGER, CITY AND COUNTY OF SAN FRANCISCO

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

Taxilanes H & M Realignment

San Francisco International Airport Contract No. 10005.61

The undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to the undersigned 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.

Bidder acknowledges that the Work in this Contract is subject to federal requirements (14 CFR Part 152).

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 and the Federal laws described on the attached Documents listed below and certifies that statements contained in such Documents are true and correct:

- Document 00 42 54 (Acknowledgment of Receipt of Addenda).
- ~~Document 00 43 36 (Contractor/Subcontractor List).~~
- ~~Document 00 43 36.03 (Subcontractor List for Alternate Bid Items).~~
- Document 00 43 43 (Highest General Prevailing Wage Rate Certification).
- Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program).
- Document 00 45 13 (Bidder's Qualifications Statement).
- Document 00 45 19 (Non-Collusion Affidavit).
- Document 00 45 36 (Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits).
- ~~Document 00 45 46.14 (Bidder's Statement on Previous Contracts Subject to EEO Clause)~~
- ~~Document 00 45 49 (CityBuild/First Source Referral Program Certification).~~
- Document 00 45 86 (Security Certificate)

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 awarded the Contract, each of Bidder's Subcontractors and Bidder must maintain a current business tax registration number. If the Tax Collector of the City and County of San Francisco determines that any of Bidder's Subcontractors or Bidder does 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 attached, as required by law, bid security in accordance with Article "Bid Guarantee" in Document 00 21 13.05 (Instructions to Bidders) for Formal – PFC Eligible Federal contracts and Document 00 21 13.06 (Instructions to Bidders) for Off-Premise contracts.

LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATORY EMPLOYMENT PRACTICES: Provisions of chapters 12B and 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.

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, and that its registration with the DIR is current as of the Bid date.

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

The City reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid. In case of discrepancy between the sum of Bid item amounts and the Total Bid Price, the sum of said amounts shall prevail. In the case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices Bid and extensions thereof, said unit prices shall prevail.

ALTERNATES: The following alternates, if used, 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 **6 months** after the date of the City's written notification of award of the Contract, the Contract Sum will be adjusted by the addition of the Alternate Price bid for the selected Alternate.

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

SCHEDULE OF BID PRICES					
Bid Item No.	Item Description	Est. Quantity	Unit*	Unit Price	Extension
G1	Mobilization	1	LS		
G2	Compensable Delay	30	DY		
C1	Demo and Backfill Existing Catch Basin/Manhole Structure	24	EA		
C5D	Slurry Fill to Abandon Existing Pipes	170	CY		
C12	Guard Shack Demolition	1	LS		
C13	Raise/Lower Utilities	5	EA		
C14	Triturator Demolition	1	LS		
C15A	Catch Basin Type "B" Heavy Duty Aircraft Load Rated	7	EA		
C15B	Catch Basin Type "C" Heavy Duty Aircraft Load Rated	5	EA		
C15C	Catch Basin Type "D" Heavy Duty Aircraft Load Rated	4	EA		
C15D	Install Manhole	2	EA		
C15E	Raise/ Lower Existing Catch Basin and Manhole	4	EA		
C15F	Convert (E) Catch Basin into Underground Junction Structure	4	EA		
C16A	Furnish and Install 18" Diameter RCP, Class V	225	LF		

C16B	Furnish and Install 24" Diameter RCP, Class V	1,300	LF		
C16C	Furnish and Install 36" Diameter RCP, Class V	1,100	LF		
C16D	Furnish and Install 48" Diameter RCP, Class V	900	LF		
C16E	Repair Existing 54" Diameter RCP Pipe Joints	1	LS		
C20	Unclassified Excavation and Removal from Airport	60,319	CY		
C20A	Excavation and Removal from Airport of Class I or II Material	6,198	TN		
C20B	Concrete Pavement Demolition and Removal from Airport (Less than or equal to 9" thick)	2,958	SY		
C20C	Concrete Pavement Demolition and Removal from Airport (>9" thick)	2,774	SY		
C20D	Debris Excavation	603	CY		
C20E	Concrete Foundation Demolition and Removal From Airport	30	CY		
C27	Subbase Stabilization	6,600	SY		
C30	Cold Mill Asphalt Concrete Pavement, Variable Depth 0" to 6"	450,000	SF		
C35	Crushed Aggregate Base Course (P-209)	21,058	CY		
C35A	Cement Treated Base 5" Depth	16,777	SY		
C35B	Cement Treated Base 12" Depth	41,508	SY		
C36A	Hot Mix Asphalt Pavements - P-401	18,790	TN		
C36B	Hot Mix Asphalt Pavements - P-403	18,376	TN		
C37	Lean Concrete Base	1,267	CY		
C40	Portland Cement Concrete Pavement, 16" Thick	2,944	SY		
C40A	High Early Strength Concrete Pavement, 19" Thick	1,458	SY		
C40B	High Early Strength - Crushed Aggregate Base (P-209)	648	CY		
C40C	Pre-Cast Concrete Pavement, 19" Thick	1	LS		
C46	Bituminous Pavement Rejuvenation	17,103	SY		
C50	Install and Remove Temporary AOA Fencing	1	LS		

C52A	Demo Existing Parabolic Blast Deflector	1,125	LF		
C52B	Demo Existing Vertical Blast Deflector	826	LF		
C70A	Dismantle and Salvage Existing Airfield Security Fence	2,068	LF		
C71B	Install Perimeter Blast Deflector Fence #1 with Pier Foundation	1,310	LS		
C71C	Install Blast Deflector Fence #2 with Spread Footing Foundation	840	LS		
C80A	Pavement Painting and Markings, Reflective	15,371	SF		
C80B	Pavement Painting and Markings, Non-Reflective	34,288	SF		
C81A	Airfield Pavement Marking Removal	33,500	SF		
C82	Temporary Painting and Markings, Reflective and Non-Reflective	100,000	SF		
C82A	Ops Allowance	1	AL	\$50,000.00	\$50,000.00
C95	Storm Water Pollution Prevention, Erosion and Sediment Control	1	LS		
C96	Install Sidewalk	4,600	SF		
U1	Industrial Waste System Modifications	1	LS		
U2	New 12" PVC Water Line	685	LF		
U3	Airport Septage Receiving System	1	LS		
E1	Electrical Demolition Work	1	LS		
E2-1	1/C #1 600V Rated CU Conductor	13,288	LF		
E2-2	1/C #4 600V Rated CU Conductor	824	LF		
E2-3	1/C #6 600V Rated CU Conductor	2,804	LF		
E2-4	1/C #8 600V Rated CU Conductor	16,336	LF		
E2-5	1/C #300 600V Rated CU Conductor	1,500	LF		
E2-6	1/C #3/0 600V Rated CU Conductor	900	LF		
E2-7	1/C #4/0 600V Rated CU Conductor	148	LF		
E2-8	1/C #1 GND 600V Rated (Green) CU Conductor	6,644	LF		
E2-9	1/C #3 GND 600V Rated (Green) CU Conductor	412	LF		
E2-10	1/C #4 GND 600V Rated (Green) CU Conductor	412	LF		

E2-11	1/C #6 GND 600V Rated (Green) CU Conductor	1,402	LF		
E2-12	1/C #8 GND 600V Rated (Green) CU Conductor	4,424	LF		
E2-13	1/C #3/0 GND 600V Rated (Green) CU Conductor	300	LF		
E3-1	1" RGS Conduit - Surface Mounted	4,500	LF		
E3-2	2w-4" RGS Raceway in Garage "A" Above-ground (w/ Bracing)	80	LF		
E3-3	4w-4" RGS Raceway in Garage "A" Above-ground (w/ Bracing)	35	LF		
E3-4	6w-4" RGS Raceway in Garage "A" Above-ground (w/ Bracing)	200	LF		
E3-5	36"x36"x18" Nema 3R Junction Box w/ installation	7	EA		
E4-1	PVC Coated GRS Ductbank (2w-2" C) Direct Buried	120	LF		
E4-2	PVC Coated GRS Ductbank (2w-3" C) Direct Buried	2,800	LF		
E4-3	PVC Coated GRS Ductbank (3w-3" C) Direct Buried	77	LF		
E4-4	PVC Coated GRS Ductbank (2w-4" C) Direct Buried	1,600	LF		
E5-1	Electrical Distribution at Garage 'A'	1	LS		
E5-2	Electrical Distribution at Station 'BR'	1	LS		
E6	Airfield Lighting Control System (ALCS) Modifications	1	LS		
E7-1	24 Strand SM Micro-Core Fiber	8,054	LF		
E7-2	Micro-Duct 12.7mm x 7	8,280	LF		
E7-3	Micro-Duct 12.7mm x 2	603	LF		
E8	CCTV and Security System Including Integration, and Commissioning	1	LS		
E9-1	CCTV Camera - Fixed	10	EA		
E9-2	CCTV Camera - PTZ	2	EA		
E10	Mini Power Zone & ITT Enclosure	6	EA		
E11-1	PVC Coated GRS (1" C) Direct Buried	1,429	LF		
E11-2	PVC Coated GRS (2" C) Direct Buried	6,000	LF		
E11-3	PVC Coated GRS (3" C) Direct Buried	30	LF		

E11-4	3/4" ENT & Kerf & Wireway System with Epoxy	17,000	LF		
E11-5	Concrete Encased Duct Bank (6W-2"C HDPE) Schedule 80	75	LF		
E11-6	Concrete Encased Duct Bank (12W-2"C HDPE) Schedule 80	773	LF		
E12-1	AFL Electrical Cable (L-824) 2#6AWG, 5kV Rated	16,350	LF		
E12-2	AFL Electrical Wire Installed in Conduit and/or Kerf (2#10AWG)	18,900	LF		
E12-3	AFL Electrical Wire Installed in Conduit and/or Kerf (4#10AWG)	765	LF		
E12-4	AFL Electrical Wire Installed in Conduit and/or Kerf (6#10AWG)	957	LF		
E13-1	Obstruction Light Single L-810(L) w/ 6"x6"x4" Nema 4X Enclosure	22	EA		
E13-2	Obstruction Light Dual L-810(L) w/ 6"x6"x4" Nema 4X Enclosure	5	EA		
E14-1	Taxiway Centerline Light L-852C(L) w/ Base Can & Accessories	87	EA		
E14-2	Taxiway Centerline Light L-852K(L) w/ Base Can & Accessories	135	EA		
E14-3	Taxiway Centerline Light L-852D(L) w/ Base Can & Accessories	13	EA		
E14-4	Taxiway Centerline Light L-852C(L) on Existing Base Can	14	EA		
E14-5	Taxiway Centerline Light L-852K(L) on Existing Base Can	11	EA		
E14-6	Taxiway Edge Light L-852T(L) w/ Base Can & Accessories	13	EA		
E14-7	L-830-4 Isolation Transformer	60	EA		
E14-8	L-830-16 Isolation Transformer	15	EA		
E15-1	Demolish Airfield Sign and Foundation (Any Type and Size)	10	EA		
E15-2	L858(L) 1 Module AFL Sign and Foundation	1	EA		
E15-3	L858(L) 2 Module AFL Sign and Foundation	4	EA		
E15-4	L858(L) 3 Module AFL Sign and Foundation	4	EA		
E15-5	L858(L) 4 Module AFL Sign and Foundation	8	EA		
E16-1	Transformer Housing L868C	42	EA		
E16-2	Junction Housing L868B	12	EA		
E16-3	L-868B ¾" Deep Aircraft Rated Cover Plate on Existing Base Can	13	EA		

E16-4	Aircraft Rated Handhole	2	EA		
E16-5	4'x4'x4' Pull Boxes (Christy Box)	15	EA		
E16-6	Sectional Pull Box (6-Section) with covers	1	EA		
E16-7	Sectional Pull Box (12-Section) with covers	2	EA		
E16-8	12KV Handhole Collar Reconstruction	1	LS		
E17-1	Temporary Electrical Work	1	LS		
E17-2	Miscellaneous Electrical Work	1	LS		
TOTAL BASE BID PRICE: \$ TOTAL BASE BID PRICE = Summation of Bid Item _____ thru item above					
TOTAL BASE BID PRICE in words:					
*Note: LS= Lump Sum; EA= Each; LF= Linear Feet; SF= Square Feet; CY= Cubic Yard; AL=Allowance; SY= Square Yard; TN= Ton					

No Alternates

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 ninety (90) days thereafter.

Time allowed for all Work shall be as specified in Document 00 54 39 (Contract Time and Liquidated Damages), beginning with and including the official date of Notice to Proceed as established by the AIRPORT PROJECT MANAGER, 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 Category that Describes Your Company: * <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OBE

* **Only Certified Firms:** **MBE** = Minority Business Enterprise, **WBE** = Women Business Enterprise, **OBE** = Other Business Enterprise.

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

 License Expiration Date

 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 DOCUMENT

APPENDIX A
BIDDING FORMS CHECKLIST

To be submitted to Contract/Project Manager for:

Taxilanes H & M Realignment
San Francisco International Airport Contract No. 10005.61

No later than 15 Working Days before Bid Opening, Bidders who wish to seek a project-specific exemption for one or more trades from the local hiring requirements may submit:

- Document 00 43 40 (Request for Trade Exemption)

No later than 10 calendar days before Bid Opening, Bidders having questions may submit:

- Questions on Document 00 21 14 (Bid Documents) and if applicable, accompanied by Document 00 63 25 (Request for Product Substitution).

A. Each Bidder shall submit two (2) envelopes with its Bid that contains the following forms, properly completed and executed:

Envelope A shall contain:

- Document 00 42 54 (Acknowledgment of Receipt of Addenda).
- Document 00 43 36 (Contractor/Subcontractor List).
- Document 00 43 43 (Highest General Prevailing Rate Certification).
- Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program).
- Document 00 45 13 (Bidder's Qualifications Statement).
- Document 00 45 14 (Certificate of Bidder Regarding Debarment and Suspension).
- Document 00 45 19 (Non-Collusion Affidavit).
- Document 00 45 36 (Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits).
- ~~Document 00 45 46.10 (Certificate of Non Segregated Facilities).~~
- ~~Document 00 45 46.14 (EEO Clause).~~
- Document 00 45 49 (CityBuild/First Source Referral Program Certification).
- Document 00 45 86 (Security Certificate).
- CMD 2B – Form 2B: “Good Faith Outreach” Requirements Form (not required for Informal Contracts).

Envelope B shall contain:

- Document 00 41 00.01 (Bid Form), executed.
- Document 00 41 00.01, Appendix A (Bidding Forms Checklist)
- Document 00 61 00 (Bid Security equal to 10% of the Bid) OR Document 00 61 26 (Irrevocable Standby Letter of Credit).

B. Envelopes shall be sealed, addressed to Christopher McManus~~Project Manager~~, and designated as "Bid for Contract 10005.61, Taxilanes H & M Realignment ~~Name~~ (San Francisco International Airport Contract No. 10005.61." Envelopes shall bear the name and address of the Bidder.

C. The San Francisco International Airport reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

END OF APPENDIX A

DOCUMENT 00 41 00.01
APPENDIX B
SUPPLEMENTARY BIDDING FORMS CHECKLIST

These forms to be submitted after bid opening for:

Taxilanes H & M Realignment
San Francisco International Airport Contract No. 10005.61

- A. Within **5 Working Days after the date of Bid opening** the apparent low Bidder, and any other Bidder so requested, shall submit to CMD and a copy to the AIRPORT PROJECT MANAGER the following, completed and properly signed:
- This Document 00 41 00.01, Appendix B (Supplementary Bidding Forms Checklist).
 - FORM 3: CMD Non-Discrimination Affidavit from CMD Attachment 1. See Document 00 43 11 (CMD Forms) for links to latest CMD forms.
 - FORM 6: CMD LBE Subcontractor Participation Affidavit
 - FORM 6A: CMD LBE Trucking Form
- B. Within **10 Working Days after the date of Bid opening**, the apparent low Bidder shall submit the following to the ~~Contract/~~ Airport Project Manager:
- Document 00 41 00.01, Appendix B (Supplementary Bidding Forms Checklist).
 - Business Tax Registration number (or a copy of the application for it).
 - Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program)
 - Document 00 45 15 (Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension).
 - Document 00 62 76.21 (Escrow Bid Documents Declaration), including a set of Escrow Bid Documents in a sealed container in accordance with Document 00 54 15 (Escrow Bid Documents) see 1.3 C, for details on the first submission –SUBMIT IN PERSON, call AIRPORT PROJECT MANAGER for appointment.
 - Document 00 62 93 (Equipment Suppliers List).
 - Document 00 62 96 (Experience Statement).
- C. Within **10 working days after the City's Notice of Award**, the successful Bidder shall submit the following to the ~~Contract/~~ Airport Project Manager:
- Document 00 41 00.01, Appendix B (Supplementary Bidding Forms Checklist).
 - Business Tax Registration Certificate (copy) for Prime AND for all Subcontractors.
 - Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program) to include Bidder's written proof as to Signatory (for example a signed letter from an appropriate Apprenticeship program is acceptable).
 - Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program) to include Subcontractor's written proof as to Signatory (for example a signed letter from an appropriate Apprenticeship program is acceptable).
 - Document 00 62 76.21 (Escrow Bid Documents Declaration) including a set of Escrow Bid Documents in a sealed container in accordance with Document 00 54 15 (Escrow Bid Documents) see 1.3 D, for details on this supplemental submission –SUBMIT IN PERSON,

- call **AIRPORT** PROJECT MANAGER for appointment.
- Document 00 63 25 (Requests for Product Substitution), if applicable.
 - Document 00 52 00 (Agreement) – 3 originals to be executed by the contractor. Each form requires:
 1. Signature of Contractor before a notary republic.
 2. Notary’s Acknowledgement Form to be attached to each signed document.
 3. Corporate Authority. Furnish corporate authority in one of the following ways:
 - Resolution, or
 - Certified extract from the minutes authorizing the signature to sign on behalf of the corporation, or
 - Impression of corporate seal near the place of signature.
 - Document 00 61 13 (Performance Bond & Payment (Labor and Materials) Bonds) – 3 originals to be executed by the contractor. Each form requires:
 1. Signature of Contractor before a notary republic
 2. Notary’s Acknowledgement Form to be attached to each signed document.
 3. Corporate Authority. Furnish corporate authority in one of the following ways:
 - Resolution, or
 - Certified extract from the minutes authorizing the signature to sign on behalf of the corporation, or
 - Impression of corporate seal near the place of signature. Power of Attorney form appointing individual Attorney-in-Fact to execute bonds.
 - Insurance Certificates & Document 00 62 16 (Required Insurance Endorsements) OR equivalent from insurance company. Refer to Document 00 21 13.05 (Instructions to Bidders), subsection 1.21.A.3 for details.
- D. Before **Notice to Proceed**, the successful Bidder shall submit the following forms in Elation & inform the **AIRPORT** PROJECT MANAGER when submitted:
- OEWD Form 1: Local Hire Workforce Projection. Successful bidder to submit in Elation within **15 Working Days** after the City’s **Notice of Award**.
 - For contracts over \$1 mil, submit in Elation OEWD Form 2: Local Hiring Plan.

END OF APPENDIX B

DOCUMENT 00 43 11
CONTRACT MONITORING DIVISION FORMS

Follow the below link to access the CMD Attachments page and to open and print the required CMD attachment:

<http://sfgov.org/cmd/important-forms>

Follow the below link for more information about LBEUTS and upcoming training sessions:

<http://www.sfgov.org/LBEUTS>

(*Note: ***IF*** this is a Formal contract, place this doc in Envelope A. For Informal and Micro LBE contracts, just submit this doc with your Quote since there is no Envelope A)

DOCUMENT 00 43 36 (CMD FORM 2A)
CONTRACTOR/SUBCONTRACTOR LIST

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 [Admin. Code Ch. 14B].

Important Notice: For Bids submitted on or after March 1, 2015, no subcontractor may be listed unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions under Labor Code section 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) Type of Subcontractor [Box 1]; (ii) Name [Box 2]; (iii) Location of the place of business [Box 3]; (iv) portion of work that will be performed by the subcontractor [Box 4]; and (v) the subcontractor's California contractor license number [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 [Boxes 5,6,7,9,11,12,13 and/or 14] or corrected California contractor license numbers 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 on a project-specific basis 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 (LBE Requirement: 20 %)**

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

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 Requirement. At a minimum, Bidder must provide the following information with its Bid for each LBE: (i) Type of Subcontractor [Box 1]; (ii) Name [Box 2]; (iii) Location of the place of business [Box 3]; (iv) Portion of work that will be performed by the entity [Box 4]; and (v) the amount of subcontract work [Box 10]. Bidders may provide license numbers [Box 8] and/or additional identifying information [e.g., Boxes 5, 6, 7, 9, 11, 12, 13 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 subcontracting participation Requirement and, therefore, its Bid is non-responsive.

_____ Date

_____ Name of Firm, Corporation, Partnership, or Joint Venture

Start of Subcontractor List below. Page 1 of _____

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

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

Copy this page as needed to provide a complete listing.

Continuation of Subcontractor List below. Page _____ of _____

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

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

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

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

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

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

BIDDER:

(For Formal & Federal contracts only: place this doc in Envelope A)

Final Page.

BIDDER'S INFORMATION

1. BIDDER'S NAME		
2. ADDRESS		
3. PHONE NO.	4. VENDOR NO.	5. FEDERAL ID NO.
6. LICENSE NO.	7. SF BUSINESS TAX REG. NO.	TOTAL BID (excluding alternatives): \$
9. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. EMAIL ADDRESS
		14. WEB ADDRESS (IF ANY)

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

TOTAL PERCENTAGE OF LBE SUBCONTRACTOR PARTICIPATION CLAIMED FOR WORK: _____%
--

TOTAL PERCENTAGE OF LBE SUBCONTRACTOR PARTICIPATION CLAIMED FOR WORK: _____ % (Small, Micro and SFPUC) and _____ % (SBA)

END OF DOCUMENT

**DOCUMENT 00 43 40
REQUEST FOR TRADE EXEMPTION FORM**

Bidders who wish to seek a project-specific exemption for one or more trades from the local hiring requirements must complete this form and submit to the Contract Manager no later than 15 Working Days prior to Bid opening.

Contract No: **10005.61**
 Department: **Design & Construction**
 Project: **Taxilanes H & M Realignment**

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

CONTRACTOR'S TRADE EXEMPTION REQUEST

Company Name: _____	Date _____
Contact Name: _____	Tel: _____
Title: _____	Fax: _____

Explain in detail why the trade should be exempt from the local hiring requirements described in Document 00 73 77(Local Hire Requirements):

SUPPLEMENTARY INFORMATION

Provide documentation that supports the following:

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

Total Pages with Request Form

CITY'S REPLY

<input type="checkbox"/> Mark this box if the Request for Trade Exemption is approved.
<input type="checkbox"/> Mark this box if the Request for Trade Exemption is rejected.
By: _____ Date: _____

The reply is an answer to a Bidder's request. The reply does not change the Bid Documents unless the information contained therein is issued as an Addendum. At the sole discretion of the City, the request and reply may be returned to the bidder and distributed to all bidding general contractors for informational purposes. Note: CM/PM to notify Bill Wong (650-821-1005) regarding this form after bidder submits.

**DOCUMENT 00 52 00
AGREEMENT**

THIS AGREEMENT made for the convenience of the parties this _____ day of _____ 20____ by and between _____ located at _____ ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Airport Commission (the "COMMISSION") of the San Francisco International Airport ("AIRPORT"), under and by virtue of the City and County of San Francisco Charter and Administrative Code.

By Resolution No. _____, the COMMISSION awarded this AGREEMENT to CONTRACTOR on the _____ day of _____, 20____, (a copy of which is attached and made a part of this AGREEMENT):

**San Francisco International Airport Contract No. 10005.61
Taxilanes H & M Realignment**

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 AIRPORT, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor, materials, equipment and resources 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 AIRPORT.

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 – WORK

1.01 Project Description.

Under this contract, new pavement sections, storm drain lines, centerline lights, AOA perimeter fence, blast fence, signage, pavement markings, start-up pad, water line, and triturator will be constructed along with the realigned taxilanes. The scope of work will also include the demolition of the existing South Field Checkpoint, triturator, high mast lighting, blast fence, AOA perimeter fence, pavement markings, and conflicting storm drain utilities.

1.02 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 Document 00 72 00.01 (General Conditions) and Document 00 73 00 (Supplemental Conditions). Any undefined term used in this AGREEMENT shall be given the definition set forth in the Document 00 72 00.01 (General Conditions) and Document 00 73 00 (Supplemental Conditions).

1.03 Contractor's General Responsibilities. CONTRACTOR shall provide on a complete, turnkey basis, 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.

1.03 Compliance with Laws.

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, Federal Aviation Administration (FAA), Department of Homeland Security (DHS), Transportation Security Administration (TSA), Caltrans, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The total contract duration is 305 total consecutive calendar days. The Work shall be Substantially Complete within 243 calendar days, beginning with and including the official date of Notice to Proceed as established by the COMMISSION, and Final Completion in accordance with Article 9 of the Document 00 72 00.01 (General Conditions). Final Completion date is 305 total consecutive calendar days after the official date of Notice to Proceed as established by the COMMISSION.
- 2.02 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 Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Time, plus any extensions thereof allowed in accordance with Article 7 of the Document 00 72 00.01 (General Conditions). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would 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 Document 00 54 39 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Time 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 Document 00 41 00 (Bid Form) for non-Federal contracts and Document 00 41 00.01 (Bid Form (Federal)) for Federal contracts:

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 – LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM

The requirements of the Local Business Enterprise and Non-Discrimination Ordinance set forth in San Francisco Administrative Code Chapter 14B as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply. The LBE subcontracting requirement for this AGREEMENT is **twenty percent (20%)** of the Contract Sum. This requirement must be met with LBE firms that are certified as LBE firms by the San Francisco Contract Monitoring Division.

ARTICLE 5 – LABOR REQUIREMENTS

5.01 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).

- 5.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco are located at the following website www.gpo.gov/davisbacon/ca.html under San Francisco County and appropriate construction type activities. CONTRACTOR shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages under local, state, or federal law.

ARTICLE 6 – INDEMNITY

- 6.01 To the fullest extent permitted by law, and consistent with California Civil Code Section 2782 and Article 3 of the Document 00 72 00 (General Conditions), the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.
- A. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents.
- B. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.
- 6.02 Insurance. CONTRACTOR shall at all times under this AGREEMENT maintain the insurance coverage as required under Article 11 of Document 00 72 00.01 (General Conditions) and Document 00 73 16 (Insurance Requirements). The AIRPORT will not fund or participate in any owner-controlled (OCIP) or contractor- controlled (CCIP) insurance program.
- 6.03 Bonds. CONTRACTOR shall furnish and maintain: (1) a corporate surety bond to guarantee the faithful performance of the Contract (“Performance Bond”) and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract (“Payment Bond”), each in an amount of not less than 100% of the Contract Sum, with CONTRACTOR as Principal and the AIRPORT as sole obligee, in the form provided by the COMMISSION (Document 00 61 13), in conformance with the bond requirements under Article 11 of Document 00 72 00.01 (General Conditions). CONTRACTOR shall furnish the Performance and Payment Bonds with the execution of this AGREEMENT.

ARTICLE 7 – RIGHTS AND REMEDIES

- 7.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 7.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in

writing that explicitly states the item or right being waived.

- 7.03 City's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.80, CONTRACTOR or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of Chapter 6 of the Administrative Code or rules and regulations adopted per that Chapter, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, et seq.
- A. Additionally, CONTRACTOR or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in Administrative Code section 6.80, et seq.
- B. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 8 – COMPLETE AGREEMENT; MODIFICATIONS IN WRITING

- 8.01 This AGREEMENT and the Contract Documents as set forth in Document 00 72 00.01 (General Conditions) constitute the complete agreement between the COMMISSION and CONTRACTOR. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the COMMISSION and CONTRACTOR.
- 8.02 This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by the COMMISSION.

ARTICLE 9 – RESOLUTION OF CONFLICTING TERMS

The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the COMMISSION that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

ARTICLE 10 – GOVERNING LAW AND VENUE

- 10.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the City and County of San Francisco Charter and Municipal Code and the laws of the State of California, as applicable.
- 10.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

ARTICLE 11 – NOTICES TO PARTIES

11.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, electronic mail, or facsimile, and shall be address as follows:

To CITY: Christopher McManus
Design and Construction
PO Box 8097
San Francisco, CA 94128

FAX: 650-821-7799
Email: Christopher McManus

To CONTRACTOR: _____

11.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

11.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States 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 12 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF AIRPORT

12.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by the AIRPORT and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the AIRPORT. CONTRACTOR agrees that all information disclosed by the AIRPORT to CONTRACTOR and marked or otherwise identified as "confidential" shall be held in confidence and used only in performance of 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 data.

12.02 CONTRACTOR shall retain all confidential information and maintain such confidentiality for a period of not less than four (4) years from the date of Final Completion. The AIRPORT at its sole option and discretion may, within the four-year period, notify CONTRACTOR in writing that it must preserve the information and its confidentiality for longer than four (4) years. At the expiration of the confidentiality period, CONTRACTOR shall request direction from the AIRPORT as to whether CONTRACTOR should return or destroy the confidential information. Shipment to an AIRPORT-designated storage facility shall be made at AIRPORT's sole expense.

12.03 In performance of this AGREEMENT, CONTRACTOR may be required to review documents designated as Sensitive Security Information (SSI) under 49 CFR § 1520.5. To the extent documents containing SSI are encompassed in documents reviewed by CONTRACTOR, the contracting entity and all individuals who may review SSI documents may first be required to execute Non-Disclosure Agreements (NDAs) expressly stating that SSI can only be disclosed to

persons on a “need to know” basis, as defined in 49 CFR §1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release of SSI may result in civil penalty or other action.

ARTICLE 13 – TERMINATION

This AGREEMENT and the other Contract Documents shall, unless sooner terminated, terminate upon Final Completion of the Work or as set forth in Article 14 of the Document 00 72 00.01 (General Conditions).

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT with three (3) originals, the day and year first above written.
CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Document 00 73 73.01 (Statutory Requirements), the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. I further certify that I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Principal

BY: _____

Title

CITY:

BY: _____
John L. Martin, Airport Director

Approved as to form:

DENNIS J. HERRERA
City Attorney

Attest: _____
Jean Caramatti, Secretary
Airport Commission

BY: _____
Deputy_City_Attorney
Deputy City Attorney

Resolution No: _____

Adopted on: _____

END OF DOCUMENT

DOCUMENT 00 73 77
LOCAL HIRING REQUIREMENTS

1.1 SUMMARY

- A. This Document 00 73 77 incorporates applicable requirements of the San Francisco Local Hiring Policy for Construction ("Policy") as set forth in San Francisco Administrative Code Section 6.22(g). The Provisions of the Policy are hereby incorporated as a material term of this Contract. Contractor and its Subcontractors agree that (i) they 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: www.workforcedevelopmentsf.org.
- C. Meeting the local hiring requirements of the Policy as set forth in this Document 00 73 77 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 San Francisco Administrative Code Section 6.1.
- 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 San Francisco Administrative Code Section 6.22(g)(2)(G).
- F. "Local Resident" means an individual who is domiciled, as defined by California Election Code Section 349(b), within the City and County of San Francisco OR the County of San Mateo at least seven (7) days prior to commencing work on the project.
- 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 contracts for Covered Projects advertised for bids between March 25, 2015 and March 24, 2016, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 11%, with a goal of no less than 5.5% 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 the Contract/Project Manager 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 General Contractor 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.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

- A. OEWD administers the CityBuild Program. CityBuild is a resource for Contractor and Subcontractors to use to meet Contractor's 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 or a Subcontractor 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 (3) 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. Utilizing the City's online Project Reporting System ("PRS"), Contractors shall submit the following forms, as applicable, to the City Representative and OEWD **within fifteen (15) calendar days of notice of award:**
1. Form 1: Local Hiring Workforce Projection. The City will not issue the Notice to Proceed (NTP) until Contractor completes and submits a local hiring Workforce Projection.
 2. 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.
 3. 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.
 4. 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.
 5. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
 6. 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 6.22(g)(6)(D).
- B. Reporting. As required by Subparagraph 9.03M of the Document 00 72 00 (General Conditions) Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and the San Francisco Airport Commission 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 (4) 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 Document 00 72 00 (General Conditions), Contractor and all subcontractors 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 San Francisco Administrative Code Section 6.22(g)(7)(F) of the, including but not limited to the penalties prescribed in Section 6.22(g)(7)(F)(ii). 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 6.22(g)(7)(F)(iv) for a description of the recourse procedure applicable to penalty assessments under the Policy.

END OF DOCUMENT



FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this Local Hiring Workforce Projection (Form 1) within 15 calendar days from notice award of the contract. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount. Notice to Proceed (NTP) will not be issued until the City receives a completed Form 1 from Contractor. The Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by Contractor's failure to submit an accurate and complete Form 1 for its workforce and the workforce of its Subcontractors in a timely manner.

Will you be able to meet the mandatory Local Hiring Requirements?

- YES** (Please provide information for all contractors performing construction work in Table 1 below.)
- NO** (Please complete Table 1 below and Form 4: Conditional Waivers.)

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.)
3. If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.owwd.org. For assistance or questions in completing this form, contact the CityBuild (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor <i>List contractors by Trade Craft</i>		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
<i>Example:</i> Laborer	Contractor X	Journey	800	250	31%
		Apprentice	200	100	50%
<i>Example:</i> Laborer	Contractor Y	Journey	500	100	20%
		Apprentice	0	0	0
<i>Example:</i>	TOTAL LABORER	Journey	1300	350	27%
		Apprentice	200	100	50%
<i>Example:</i>	TOTAL		1500	450	30%
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.

Name of Authorized Representative Signature Date Phone Email



FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

If the Engineer's Estimate for this Project exceeds **\$1 million**, then Contractor must submit a Local Hiring Plan using this Form 2 through the City's Project Reporting System. NTP will not be issued until Contractor submits a completed Form 2. Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by the Contractor's failure to submit a completed Form 2 in a timely manner. The Local Hiring Plan must be approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved Conditional Waivers (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.owwd.org. For assistance or questions in completing this form, contact the CityBuild (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
<i>Example: Laborer</i>	1500	450	30%	200	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	Joe Smith
Contractor Y Michael Lee	100	0	100	5/25/13	30	Michael Lee

****We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.***

City Use Only	
OEWD Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature and Date:	



FORM 4: CONDITIONAL WAIVIERS

Contractor: _____ **Project Name:** _____ **Contract #:** _____

Upon approval from OEWD, Contractors and Subcontractors 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. Conditional Waivers must be approved by OEWD prior to approval of Contractor's first Application for Payment. If applicable, each contractor must submit their individual Waiver request to OEWD and copy their Prime Contractor.

TRADE WAIVER INFORMATION: Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:

1. SPECIALIZED TRADES 2. SPONSORING APPRENTICES 3. CREDIT FOR NON-COVERED PROJECTS

1. SPECIALIZED TRADES: Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period? Yes No

Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:

MARINE PILE DRIVER HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR IRONWORKER CONNECTOR
 STAINLESS STEEL WELDER TUNNEL OPERATING ENGINEER ELECTRICAL UTILITY LINEMAN MILLWRIGHT
 TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS. *LIST:*

a. List OEWD-approved project-specific Specialized Trades approved during the bid period: _____

OEWD APPROVAL: Yes No OEWD Signature: _____

2. SPONSORING APPRENTICES: Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs? Yes No

PLEASE PROVIDE DETAILS:

Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
		Y <input type="checkbox"/> N <input type="checkbox"/>				
		Y <input type="checkbox"/> N <input type="checkbox"/>				

OEWD APPROVAL: Yes No OEWD Signature: _____

3. CREDIT for HIRING on NON-COVERED PROJECTS: If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects? Yes No

PLEASE PROVIDE DETAILS:

Labor Trade, Position, or Title	Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
Journey				
Apprentice				

OEWD APPROVAL: Yes No OEWD Signature: _____