



CITY AND COUNTY OF SAN FRANCISCO
Port of San Francisco

Contract No. 2871
Pier 80 Mooring and Berthing Improvements

ADDENDUM No. 01
Issued: March 27, 2025

The following clarifications, changes, additions or deletions are incorporated into the Bid Documents as if a part of the original released Bid Documents. All other terms and conditions of the Bid Documents remain in full force and effect. Respondents to the Advertisement for Bids solicitation must acknowledge receipt of this addendum in their submittal by submitting a signed and completed copy of Section 00 43 20 (Acknowledgement of Receipt of Addenda).

CHANGES TO SPECIFICATIONS – Four sections

- 1) **Section 00 01 10, Table of Contents** – Replace section with the one in this Addendum No. 01 in its entirety.
- 2) **Section 00 11 13, Advertisement For Bids** – Replace section with the one in this Addendum No. 01 in its entirety.
- 3) **Section 00 31 00, Available Project Information** – Replace section with the one in this Addendum No. 01 in its entirety.
- 4) **Section 00 52 00, Agreement Form** – Replace section with the one in this Addendum No. 01 in its entirety.

If the Bidder has any questions regarding this addendum, please contact Noel Aquino, Project Manager, at (415) 274-0526.

REMINDER: Bidders are required to acknowledge receipt of this addendum in Document 00 43 20.

Bids are due April 14, 2025 at 1:00 PM.

Uday Prasad
Uday Prasad (Mar 27, 2025 14:47 PDT)

Mar 27, 2025

Uday Prasad
Chief Harbor Engineer
Port of San Francisco
Pier 1, SF, CA 94111

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ADVERTISEMENT FOR BIDS

This Document includes a facsimile of the legal notice informing all qualified Bidders of the City's intent to solicit and receive Bids for the construction of the Project covered by the Bid Documents as defined herein for Contract No. 2871.

INVITATION FOR BIDS
For
Contract No. 2871
PIER 80 MOORING AND BERTHING IMPROVEMENTS

Optional Pre-Bid Meeting (and ensuing Jobsite visit): April 2, 2025, 9:00 AM-10:00 AM,

Join on your computer, mobile app or room device

[Click Here to Join the Meeting](#)

Meeting ID: 284 974 562 030

Passcode: wf7vm3sw

Dial in by phone

[+1 415-906-4659,676820274#](tel:+14159064659676820274) United States, San Francisco

[Find a local number](#)

Phone conference ID: 676 820 274#

Bids shall be submitted via email to constructionbids@sfport.com prior to the due date and time with the following in the **Subject: "CITY PROJECT: BID CONTRACT NO. 2871"**.

Hard copy bids shall be postmark stamped by due date or earlier. For more details see Section 00 21 13, Article 1.14.

Bids will be opened and read in public via Microsoft Teams meeting on April 14, 2025, 1:00 PM–1:30 PM

Join on your computer, mobile app or room device

[Click Here to Join the Meeting](#)

Meeting ID: 229 093 017 862

Passcode: ay2AD7CW

Dial in by phone

[+1 415-906-4659,860300819#](tel:+14159064659860300819) United States, San Francisco

[Find a local number](#)

Phone conference ID: 860 300 819#

The Port of San Francisco (the "Port") announces an Invitation for Bids ("IFB") for construction on PIER 80 MOORING AND BERTHING IMPROVEMENTS in San Francisco, CA. The work includes demolition of the existing temporary fendering system, wooden piles, and utilities to provide space for the installation of new fenders and mooring bollards. 15 new fenders and 8 new bollards to be installed on the East berth and Alternative items include installation of 12 new fenders and 9 bollards.

For more information, contact the Project Manager, Noel Aquino at constructionbids@sfport.com or (415) 415-653-9517.

Contract Estimate:	\$2,900,000
Time Allowed for Completion:	365 consecutive calendar days (Conditional, refer to Section 00 73 02)
Liquidated Damages:	Varies, refer to Section 00 73 02 for details
Contract Basis:	Lump Sum
License Required:	Class "A" California Contractors License
Contract Monitoring Division Local Business Enterprise (LBE) Subcontracting Requirement:	LBE = 10%
Partnering Requirements:	Partnering Level 1 Refer to Section 01 31 33 for details.

The LBE subcontracting requirement is 10% and can only be met with San Francisco CMD Certified Small and/or Micro-LBEs.

To be exempt from the CMD Form 2B "Good Faith Efforts" requirements, bidder must commit LBE sub participation in the percentage that equals or exceeds 13.50%.

Pursuant to Section 14B.9 of the Administrative Code, bidders are advised that the availability of Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Other Business Enterprises ("OBE") to perform subcontract work on this project is as follows:

4.00% MBE; 1.00% WBE; 5.00% OBE;

Bidders may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law. Formal complaints of discrimination will be investigated.

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

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

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

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

Schedule: Contractor shall be responsible for fully understanding scheduling constraints associated with certain marine construction activities and the referenced Port approvals and permits from applicable government agencies, including the San Francisco Bay Regional Water Quality Control Board, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration - National Marine Fisheries Service, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service special status species. The Pacific herring spawning or hatching season extends from December 1 – February 28; salmon and steelhead trout seasons extends from December 1 to June 1. Contractor shall comply with all construction

regulations and construction mitigation requirements resulting from these specific spawning seasons. Coordination is considered incidental, and no compensation shall be paid for this coordination.



Prime Contractor Qualifications: The Bidders for this contract must meet the following minimum qualifications to be considered:

1. Valid contractor's license for Class "B" issued by the California Contractor's State Licensing Board with at least five (5) years of experience working on related projects,
2. Contractor shall have documented experience in performing a minimum of three (3) similar construction projects with similar work as shown in the Contract Documents over the last 5 years,
3. Contractor shall have documented experience with a minimum three (3) public works projects over the last 5 years, and
4. Safety Qualification: Complete the Safety Pre-Qualification Form ([Prequalify for Construction | SFPUC](#)), and submit the required OSHA 300A forms to prequal@sfwater.org.
5. [Contractor shall meet applicable requirements set in master and supplemental agreements. Refer to appendices in Section 00 52 00-APPA and 00 52 00-APPB.](#)

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

In accordance with San Francisco Administrative Code Chapter 6, no bid is accepted and no contract in excess of \$1,000,000 is awarded by the City and County of San Francisco until such time as (a) the Port Commission approves the contract for award and (b) the Port Executive Director or designee then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

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

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

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

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

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

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

By Order of the San Francisco Port Commission,

Uday Prasad, Acting Chief Harbor Engineer
Port of San Francisco
City and County of San Francisco

END OF SECTION

SECTION 00 31 00

AVAILABLE PROJECT INFORMATION

1.1 SUMMARY

- A. This Document describes Reference Documents and the use of data resulting from the various investigations or from available information, which may include , existing geotechnical data and soils engineering reports, as-builts, underground facilities plans. These documents will be made available for download on the Port's Website at: <https://sfport.com/contracting-opportunitiesrfps-rfq>

1.2 EXISTING SITE AND BUILDING CONSTRUCTION DOCUMENTS

- A. Bidders' attention is directed to construction or record drawings for the original construction and subsequent alterations that were utilized in the preparation of the Contract Documents as follows:
1. Temporary Fendering Drawings
 2. P80 North Berth Hydrographic Survey – Latest hydro survey for depths on the north side
 3. Hazmat Sampling Memo Pier 80 Exterior 031224 – These are samples taken from the deck edge for asbestos and lead
 4. Army St. Terminal General Plans
 5. 1974 Deck Modifications
- B. Digital file/s in PDF of the above reference document is included with the digital Bid Documents.

1.3 ENVIRONMENTAL ENTITLEMENTS AND PERMITS

A. The City has obtained the following Project environmental permits and authorizations:

1. San Francisco Planning Department, CEQA Categorical Exemption Determination filed June 4, 2021 (2021-003773ENV) and Port Engineering & Facilities Maintenance Directive 2021-01.
2. Port of San Francisco, Portwide Maintenance Program Manual, updated January 2024.
3. San Francisco Bay Conservation and Development Commission Permit No. M1977.017.21 (Amendment 21) Extension of the Port General Maintenance Permit No. M1977.017.19.
4. San Francisco Bay Regional Water Quality Control Board Programmatic Section 401 Certification and Water Quality Certification Order R2-2016-0039 for the Port of San Francisco, Maintenance Program, San Francisco County, dated September 22, 2016, and the Administrative Extension of Order R2-2016-0039, dated April 12, 2024.
5. US Army Corps of Engineers Regional General Permit (RGP22), Permit No. 2015-00016S, dated December 15, 2016. Contractor may not proceed with in-water work until Port obtains and provides renewed US Army Corps of Engineers in-water authorization.
6. National Marine Fisheries Services Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response, dated March 7, 2024.

7. U.S. Fish and Wildlife Service Informal Section 7 Conference, File No. 2023-0060760-S7-001, dated March 11, 2024

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

4.31.4 USE OF DATA

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

4.41.5 PRE-BID VISIT TO WORK SITE

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

END OF SECTION

SECTION 00 52 00

AGREEMENT FORM

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

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

**PIER 80 MOORING AND BERTHING IMPROVEMENTS
 (Port of San Francisco Contract No. 2871)**

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

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

ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES

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

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 365 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the EXECUTIVE DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within **60** consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the prosecution of the Work as indicated in the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY's actual losses that result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 72 02 (Contract Time and Liquidated Damages) which represent reasonable estimates of actual losses the CITY will sustain for each calendar day that expires after the above Contract Times and the Work remains incomplete.

ARTICLE 3 – CONTRACT SUM

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

costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

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

ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction. San Francisco Administrative Code section 6.22(g) and Administrative Code Chapter 82. Refer to Section 00 73 30 for further information.

4.02 Prevailing Wages.

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

3. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, CONTRACTOR shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.
4. The City will not process monthly progress payments which include payment for Covered Services until CONTRACTOR and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, CONTRACTOR and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. CONTRACTOR and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. CONTRACTOR shall submit payrolls to the City via the LCP Tracker ("LCP") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The CONTRACTOR and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the LCP. Use of the LCP may require CONTRACTOR and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. CONTRACTOR'S payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the LCP software. The City will provide basic training in the use of the LCP at a scheduled training session. CONTRACTOR and all Subcontractors that will perform Covered Services must attend the LCP training session. CONTRACTOR and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.
5. Covered Services to be performed under this AGREEMENT are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the San Francisco Office of Labor Standards Enforcement. CONTRACTOR and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the

specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

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

4.03 Apprentices.

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

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

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or

mechanic is not paid the highest general prevailing rate of wage for the work performed; or

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

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

ARTICLE 5 – NOTICES TO PARTIES

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

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

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

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

ARTICLE 6 – TERMINATION AND SURVIVAL

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

ARTICLE 7 – FAIR EMPLOYMENT PRACTICES

- 7.01 In the performance of this Agreement, THE CONTRACTOR will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. THE CONTRACTOR will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR shall post in conspicuous places available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
- 7.02 THE CONTRACTOR and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. THE CONTRACTOR and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
- 7.03 THE CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
- 7.04 THE CONTRACTOR will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
- 7.05 Remedies for Willful Violation:
- A. STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which THE CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that THE CONTRACTOR has violated the Fair Employment Practices Act.
- A.B. For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by THE CONTRACTOR and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to THE CONTRACTOR, the difference between the price named in the Agreement and the actual cost thereof to State to the Contractor's breach of

[this agreement.](#)

ARTICLE 8 – INCORPORATION OF APPENDIX AS CONTRACTUAL OBLIGATIONS

8.01 The contents of the appendix are hereby incorporated by reference and form a mandatory part of this contract. Compliance with the appendix is required under the obligations of this agreement.

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

CONTRACTOR:

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

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

Principal

BY: _____

Title

THIS SPACE WAS INTENTIONALLY LEFT BLANK

CITY:

Recommended By:

Project Manager _____

Approved as to form:
DAVID CHIU
City Attorney

Chief Harbor Engineer: _____

By: _____
Deputy City Attorney

APPROVED::

Executive Director, DATE
Port of San Francisco

ATTEST:
Authorized by the
SAN FRANCISCO PORT COMMISSION

By Commission Resolution No.: _____,
adopted: _____, 20____ copy
attached herewith and marked Exhibit **A**.

Secretary, San Francisco Port Commission

END OF SECTION

SECTION 00 52 00-APPA

APPENDIX A

MASTER AGREEMENT
ADMINISTERING AGENCY STATE AGREEMENT
STATE-FUNDED PROJECTS

AGREEMENT NO. 04-6169S21
07/26/2024

SECTION 00 52 00-APPB

APPENDIX B

PROGRAM SUPPLEMENTAL NO. 00000A616
TO
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECT NO. 04-6169S21
06/17/2024