



London Breed, Mayor
Philip A. Ginsburg, General Manager

Date: June 4, 2020

To: **Contract Monitoring Division (CMD) Micro-LBE Interested Contractors**

From: Recreation and Park, Purchasing/Contract Administration Department

Re: Crocker Amazon Courts Path Improvements (**CON20-0090**)

The City and County of San Francisco, Recreation and Park Department is accepting bids for the above referenced **Contract Monitoring Division Micro-LBE Project** in San Francisco, CA. Attached to this letter is the Scope of Work and a draft construction contract agreement that would be finalized and executed with the contractor submitting the lowest responsible bid. This set contains the following items:

Section I: Contractor's Checklist
Section II: Request for Bid and Bid Form
Section III: Location Map
Section IV: General Information
Section V: Draft Construction Contract Agreement

Attachments:

Attachment A – CMD Attachment 4
Attachment B – Office of Labor Standards Informational Handout
Attachment C – General Conditions
Attachment D – Subcontractor Listing
Attachment 1 – Contract Drawings
Attachment 2 – Contract Specifications
Attachment 3: Appendix A: City and County of San Francisco Public Works Project Safety Protocol for COVID-19 (Alternative to Appendices B-1 and B-2 for Public Works Projects) May 5, 2020

Please make sure that your quote reflects the requirements outlined in the Scope of Work. If you are unsure or need clarification on the information contained in this package, please contact Bridget Webster at (415) 831-2765.





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IMPORTANT SPECIAL NOTICE

This is a CMD Micro-LBE Set-Aside Construction Contract.

Under Section 14B.7(K)(1) of the Ordinance, the City may set aside for competitive award to Micro-LBEs any construction contract estimated to be \$706,000 or less.

To be eligible for a micro set-aside contract the bidder must be a CMD Certified Micro-LBE in a certification category that corresponds with the contractor licensing requirements called out by the Contract Awarding Authority. A bidder that has a certification, that has had its certification revoked or that is in the process of appealing an CMD denial or revocation at the date and time the bid is due is not a Micro-LBE and is not eligible to bid on the contract even if the firm is later certified or ultimately prevails in its appeal.

***** DEPARTMENT OF INDUSTRIAL RELATIONS REMINDER*****

Prime or subcontractor on one or more public works projects for the City and County of San Francisco, are subject to the requirements of the State of California's Senate Bill 854 (SB-854). This notice serves as a reminder of the requirements of the bill and the phases for compliance established by the bill.

Requirements:

- *All contractors, regardless of tier, must be registered with the State of California Department of Industrial Relations in order to bid or work on any public works project.*
 - *This is an annual registration that expires June 30 of every year.*
- *All contractors and subcontractors must furnish electronic certified payroll records (eCPR) directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).*
 - *April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.*
 - *January 1, 2016: As of this date, all contractors must furnish electronic certified payroll records to the Labor Commissioner in its eCPR data system. This includes projects starting before June 20, 2014.*

For more information about the CA DIR's eCPR, you may refer to the FAQ available online at: <https://www.dir.ca.gov/Public-Works/ecprfaq.html>

For questions in regards to how this affects your project(s) with the City and County of San Francisco, please contact, the San Francisco Office of Labor Standards Enforcement's at PrevailingWage@sfgov.org or (415) 554-OLSE (415-554-6573).



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SECTION I
Contractor's Checklist
CMD Micro-LBE Set-Aside
Crocker Amazon Courts Path Improvements

CONTRACT NO. (CON20-0090)

- A. Each contractor shall submit with its bid the following properly completed and executed:
- Executed Bid Form with contractor's license number and expiration date.
 - Qualification Statement / References (Contractor's Letterhead)
 - Bid Bond
 - Document 00435 Subcontractor Listing
 - **CMD Form 3 (page 7 of Attachment A)**
- B. Email bids addressed to bridget.webster@sfgov.org, and designated as "Bid for CON20-0090 CMD Micro-LBE Set-Aside Crocker Amazon Courts Path Improvements". Emails shall bear the name and address of the Contractor. **There will not be a public bid opening; however, all results and bids will be available for review if requested.**
- C. The General Manager, Recreation and Park Department reserves the right after receiving bids to reject any or all bids, and to waive any minor irregularity in a bid.



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**CITY AND COUNTY OF SAN FRANCISCO
RECREATION AND PARK DEPARTMENT
INFORMAL CONSTRUCTION CONTRACT
(less than or equal to \$706,000)**

SECTION II – REQUEST FOR BID

Notice is hereby given that bids for the performance of the work described herein will be received by the Purchasing/Contracts Administration Office of the City and County of San Francisco (City), Recreation and Park Department under an informal contract procedure to complete the specified work at Crocker Amazon Courts Path Improvements in San Francisco, CA.

SCOPE OF WORK

PROJECT SCHEDULE:

The length of work for this project is 90 calendar days from notice to proceed until substantial completion, with 30 calendar days from substantial completion until final completion. The contractor will be required to meet the listed project schedule. The project limits include access gates to courts that are often heavily used. Pedestrian access to Crocker Amazon Courts must be provided during hours of operation.

General Notes:

- a. Scope of work shown in Attachment 1-Contract Drawings and Attachment 2-Contract Specifications.
- b. Install construction fencing with windscreen around all work and staging areas and lay down plywood to protect court surfaces and paved walkways around all work and staging areas.
- c. Project limits include three gates to the Crocker Amazon Courts. At times when courts are open to the public, maintain access to the courts through at least one of these entry gates throughout the duration of this project. Provide signage to direct users to court access point(s).

Special Conditions:

1. **Contractor must adhere to all protocols referenced in Appendix A: City and County of San Francisco Public Works Project Safety Protocol for COVID-19 (Alternative to Appendices B-1 and B-2 for Public Works Projects) May 5, 2020 (Attachment 3.)**

Bid Item 1: Crocker Amazon Courts Path Improvements – Base Bid

Concrete Pathways and Accessibility Improvements

- a. Construct concrete pathways (~1000 square feet) including two sets of concrete stairs with



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- handrails (12"-18" ht.)
- b. Flip gate swings at three (3) existing gates and make ADA compliant (add kick plates, adjust or replace hardware to achieve acceptable push weight, re-grade entry to create flush condition)
 - c. Twelve (12) new surface-mount benches in courts area
 - d. New planting and lawn including six (6) 24" box trees and seeded lawn area (~2800 square feet)
 - e. Design-build irrigation as described in drawings and specifications
 - f. Remove and salvage (E) tree stump for possible reuse as Add Alternate Tree Stump Bench
 - g. Replace deformed chain link fabric as noted on demo drawings

Special Conditions

- a. The Crocker Amazon Courts must remain accessible to users through the duration of the project.

Alternate Bid Item 1: Crocker Amazon Courts Path Improvements – Asphalt Paving

Asphalt Pathways and Accessibility Improvements

- a. Construct bid-alternate pathways including asphalt paths (~950 square feet) vehicular concrete path (~50 square feet) and two sets of concrete stairs with handrails (12"-18" ht.)
- b. Flip gate swings at three (3) existing gates and make ADA compliant (add kick plates, adjust or replace hardware to achieve acceptable push weight, re-grade entry to create flush condition)
- c. Twelve (12) new surface-mount benches in courts area
- d. New planting and lawn including six (6) 24" box trees and seeded lawn area (~2800 square feet)
- e. Design-build irrigation as described in drawings and specifications
- f. Remove and salvage (E) tree stump for possible reuse as Add Alternate Tree Stump Bench
- g. Replace deformed chain link fabric as noted on demo drawings

Special Conditions

- b. The Crocker Amazon Courts must remain accessible to users through the duration of the project.

Alternate Bid Item 2: Exercise Equipment

Exercise Equipment in Courts Area

- a. Two (2) sets of parallel fitness bars and two (2) horizontal bars as described in drawings and specifications

Alternate Bid Item 3: Tree Stump Benches

Add-Alternate Tree Stump Benches

- a. Build and install three (3) tree stump benches as described in the drawings from tree stump salvaged on site

Required Submittals (for Approval by City Representative):

- A. See Attachment 1-Contract Drawings and Attachment 2-Contract Specifications
- B. Contractor's Site Safety Plan



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Contractor is responsible for all appurtenances required for proper installation of repairs to meet specifications.

Additional Notes

- **Pre-Bid Conference:** Due to the San Francisco Shelter-in-Place Order there will be no Pre-Bid Conference. If a site visit is required to clarify scope, please contact Alex Schuknecht, Project Manager, (415) 215-9302. (alex.schuknecht@sfgov.org) All applicable safety requirements of the Health Order shall be observed during the site visit, including, but not limited to social distancing.
- **DIR Registration:** Effective July 1, 2014, all contractors and subcontractors who bid or work on public work projects in California must register with and pay an annual fee to the California Department of Industrial Relations (DIR). Registration must be renewed annually. Registration and renewal may be completed online. Please go to the DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for information on what is required. If you are a contractor or a subcontractor and you intend to bid on or work on a public work project anywhere in California, it is important that you register with the DIR. Starting March 1, 2015, unregistered contractors and subcontractors cannot be listed on a bid proposal for a public work project. Starting April 1, 2015, unregistered contractors and subcontractors cannot work on a public work project. Agencies that administer public works projects have access to the DIR's searchable database of registered contractors.
- **LCP Tracker:** The City uses LCP Tracker to report certified payroll. All contractor and subcontractor staff members who enter electronic certified payrolls can participate in LCPtracker training. View the online LCPtracker: <https://register.gotowebinar.com/recording/1502507219417386243>. This 45-minute webinar can be viewed at any time and covers the basics of submitting certified payrolls.
- **Qualifications Statement:** The contractor must submit a Qualifications Statement/References with their bid, which details the experience of the team members designated to work on the project and their qualifications as described above.
- **Alternates:** No Alternates other than that item requested will be accepted. No exceptions will be accepted. Presentation of any exceptions will result in the quote being deemed non-responsive. Any questions regarding City of San Francisco requirements must be presented before the quote date.
- **Contract Time:** allowed for completion of all Work shall be **90** calendar days for Substantial Completion and **30** more days for Final Completion as specified in this document beginning with and including the official date of Notice to Proceed as established by the General Manager of the Recreation and Park Department. Due to large-scale cultural events there are



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two periods of black-out dates, which work cannot occur and construction fencing must be demobilized – SPRING: April 4, 2020 – May 5, 2020; SUMMER: July 17, 2020 – August 3, 2020. A third period of black-out dates FALL: September 24, 2020 – September 26, 2020 do not require de-mobilization due to the shorter duration.

- **Liquidated Damages:** Contractor shall pay the City and County of San Francisco the sum of two hundred dollars (\$200.00) for each calendar day that transpires with Work not Substantially Completed after the time limit for achieving Substantial Completion specified in the above paragraph. In addition, the Contractor shall pay the sum of one hundred dollars (\$100.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in the above paragraph.
- **Warranty:** the warranty on all work shall be one year.
- **Invoicing:** 5% retention will be taken on all payments. Please make sure this is noted and tracked on all invoices submitted to the Recreation and Park Department.
- **Certified City Suppliers:** All bidders shall be Certified City Suppliers: A contractor must be a compliant City Supplier to receive a contract award.

This includes the following items:

- ✓ Updated City Supplier File
- ✓ Current Business Tax Certificate
- ✓ Supplier File showing compliance with Chapter 14B, Equal Benefits and Non-Discrimination in Contracts requirements.

Bids are due no later than **Thursday, June 25th, by 2:30pm, emailed to bridget.webster@sfgov.org.**

BIDS WILL NOT BE PUBLICLY READ, HOWEVER, ALL BIDS WILL BE AVAILABLE FOR EXAMINATION UPON REQUEST. Bids received after the date and time stated above will be rejected as non-responsive. Postmarks are not accepted. It is highly recommended that all bids be hand delivered. The time of substantial completion for this project shall be 90 calendar days (excluding black-out periods) following issuance of the Notice to Proceed by the Manager, Purchasing/Contract Administration and 30 days from substantial completion to final completion. The Contractor to whom the Contract will be awarded must, at the time of award, possess a current **Class A Contractor's License by the California State Contractors License Board**. Contractor's subcontractors must also be properly licensed. Each prospective contractor shall carefully examine the Scope of Work and become thoroughly familiar with the terms and conditions contained therein prior to submitting a bid. Each contractor is also responsible for examining the site. The submittal of a bid shall be conclusive evidence that the contractor has made such an examination.

Questions regarding this project shall be addressed to Alex Schuknecht, Project Manager, (415) 215-9302. (alex.schuknecht@sfgov.org)



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**Recreation and Park Department
Bid Form
CONTRACT NO. CON20-0090**

The undersigned hereby proposes and agrees to execute the required Contract, should it be awarded to said Bidder, and to do all the work and furnish all the materials therefore 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 Prices.

BUSINESS TAX REGISTRATION DECLARATION: The undersigned further declares and understands that if I am awarded the Contract, each of my Subcontractors and I must maintain a current business tax registration number. If the Tax Collector of the City and County of San Francisco determines that any of my Subcontractors or I do not have or maintain a current business tax registration number, the City may either cancel the Contract or withhold payment.

LOCAL BUSINESS ENTERPRISE PARTICIPATION 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. 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

Description	Bid Amount
Bid Item 1: Crocker Amazon Courts Path Improvements (lump sum)	
Alt Bid Item 1: Crocker Amazon Courts Path Improvements – Asphalt Paving (lump sum)	
Alt Bid Item 2: Exercise Equipment (lump sum)	
Alt Bid Item 3: Tree Stump Benches (lump sum)	
Total	

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



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shall prevail. In case of discrepancy between unit prices Bid and extensions thereof, said unit prices shall prevail.

In accordance with San Francisco Administrative Code section 6.20, no bid shall be accepted and the City shall make no award should the lowest quotation of a responsible bidder on this contract be in excess of \$706,000. Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of 90 days thereafter.

Check if you are: <input type="checkbox"/> Certified LBE (10% Discount) NA	Check Category that Describes Your Company: * <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OBE
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* **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.

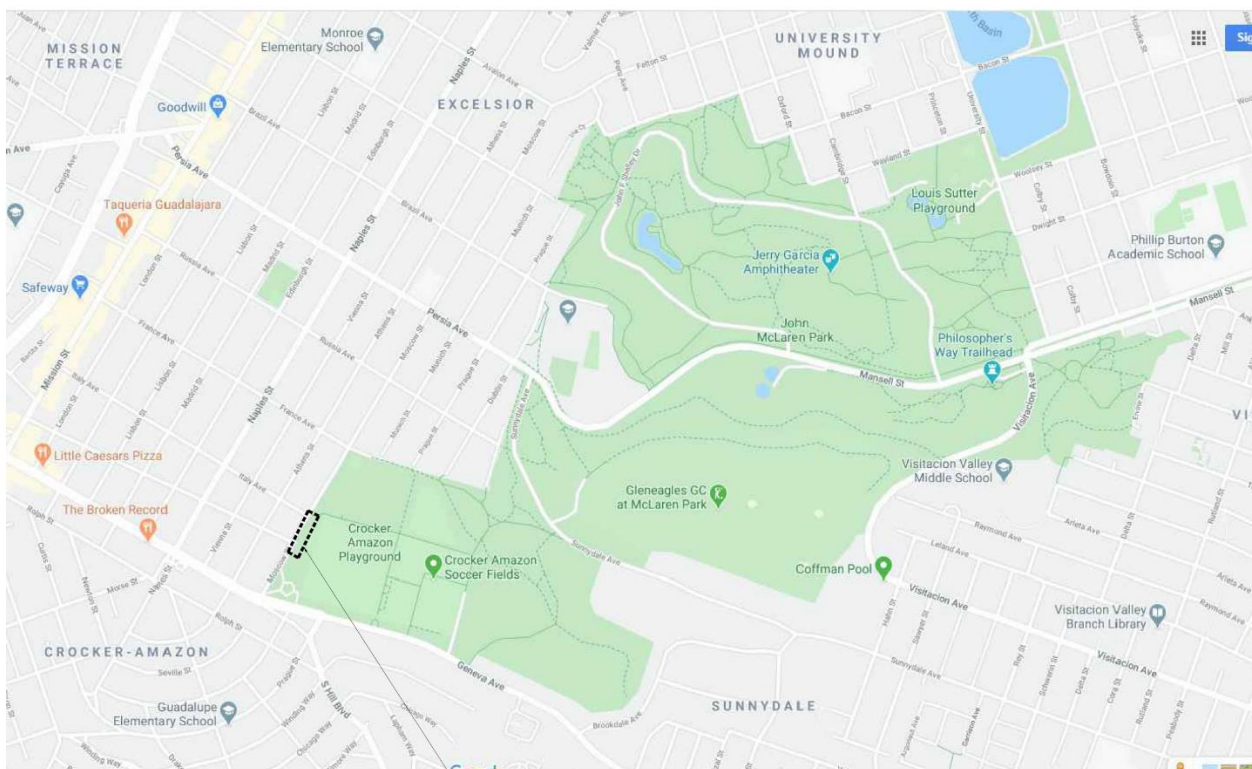
END OF DOCUMENT



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**CITY AND COUNTY OF SAN FRANCISCO
RECREATION AND PARK DEPARTMENT ADMINISTRATION
INFORMAL CONSTRUCTION CONTRACT
(less than or equal to \$706,000)**

SECTION III – LOCATION MAP



LOCATION MAP

PROJECT LOCATION:
901 MOSCOW ST., SAN
FRANCISCO, CA 94112



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**CITY AND COUNTY OF SAN FRANCISCO
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SECTION IV – GENERAL INFORMATION

Examination of the Contract Documents: Each prospective Contractor shall carefully examine the Contract Documents and become thoroughly familiar with the terms and conditions contained therein prior to the date bids are required. The bid submitted shall include a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind will be made to any Contractor because of lack of such examination or knowledge. The submittal of a bid shall be conclusive evidence that the Contractor has made such an examination.

Examination of Site and Existing Conditions: In addition to examination of the Contract Documents, each prospective Contractor shall, prior to the Bid Review, become fully informed regarding all existing and expected site conditions which might in any way affect the cost or the time of performance of the work. Any failure of the prospective Contractor to fully investigate the site and inform itself of existing and anticipated site conditions shall not relieve such Contractor from responsibility for estimating properly the cost or difficulty of performing the work.

Preparation and Submittal of Bid: The Contractor shall prepare its bid in strict accordance with all of the requirements of the Contract Documents and any addenda thereto. In order to receive consideration, all bids shall comply with the following instructions:

- Bids shall be submitted on the Bid Form provided. Bids must be signed by an authorized representative of the firm. Items identified in the Scope of Work must be identified in the bid. The right is reserved, as the interests of City may require, to reject any or all bids, to waive any informality in bids, and to accept or reject any items of the bid.
- Bids shall include full compensation for furnishing all labor, material, tools, and equipment and doing all the work complete in place in accordance with the requirements of the Contract. Bid prices shall include all permits, applicable taxes, freight charges and other applicable fees of any kind except for Federal Excise Tax, from which the City is exempt.
- Contractor hereby certifies that it is aware of the provisions of California Labor Code §3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this Contract.

Review of Bids: Bids will be reviewed by the Manager, Purchasing/Contract Administration.

Award or Rejection of Bids: The City reserves the right to reject any or all bids and to waive any minor irregularity in the bids or in the bid process. If award is to be made, it shall be made within 90 days of the date bids are received and to the responsible Contractor submitting the lowest responsive bid. No



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contractor may withdraw its bid for the 90-day period. The General Manager shall make any such award by affixing her signature to the contract. No contract is effective, however, unless and until the Controller certifies the contract as to the availability of funds. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the responsible bidder submitting the next lowest responsive bid, and so on. The periods of time specified above within which the award of contract may be made shall be subject to an extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

Notice of Tentative Award: Once the City has determined the apparent responsible contractor submitting the lowest responsive bid, the City shall issue to that Bidder a Notice of Tentative Award. Within ten working days from the date of Notice of Tentative Award, the successful Bidder shall return executed copies of these documents. Within this same period, Bidder shall furnish Certificates of Insurance as well as Performance and Labor/Materials (Payment) bonds as more fully described below.

Certificates of Insurance: Bidder shall furnish an original certificate showing evidence that the insurance coverage specified has been obtained and is in force. Attached is a sample of the insurance certificate indicating coverage required by the City. Please make certain the certificate includes the amounts and coverage indicated along with the exact language in the Description of Operations and Cancellation sections. These certificates shall be submitted on the City's forms that will accompany the Notice of Tentative Award, or on a form approved by the City's Risk Manager. All certificates shall provide that not less than 30 calendar days written notice shall be given to the City in the event of cancellation or material change in the policy.

Performance Bond: A Performance Bond in the amount of 100% of the Total Contract Amount is required for contracts over \$25,000.00. The Performance Bond is required to guarantee faithful performance of the work under the Contract, including the replacing of or making acceptable, any defective materials or faulty workmanship.

Payment Bond: A Payment Bond in the amount of 100% of the Total Contract Amount is required for contracts over \$25,000.00. The Payment Bond is required to inure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed contract. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by the City, and until all claims for materials and labor have been paid. Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given Contractor to that effect, and Contractor shall forthwith substitute a new surety or sureties satisfactory to the City. All alterations, time extensions, extra work, additional work or any other changes authorized in the Contract, may be made without notice to, or securing the prior consent of, the surety.

Executed Contract: After Contractor's delivery of four signed original Construction Agreements and all required submissions as listed above, the General Manager will sign the Construction Agreement indicating final award. No agreement between the City and Contractor shall be in effect until the City executes the Construction Agreement.

Notice To Proceed: The City will issue a Notice to Proceed promptly following execution of the Construction Agreement. Contractor shall commence performance of work in accordance with the Notice to Proceed, and shall continuously and diligently prosecute the work to completion on or before the time



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or times set forth in the Contract Documents. Contractor shall not enter upon nor occupy City property or commence any materials fabrication prior to receiving the Notice to Proceed. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of Notice to Proceed shall be entirely at Contractor's risk.



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**Section V: Draft Construction Contract Agreement
DOCUMENT 00520
AGREEMENT FORM**

DOCUMENT 00520

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties _____ day of
his _____
20 20 by and between _____ located at
_____ ("CONTRACTOR"), and the City and
_____ County
of San Francisco, State of California (the "CITY"), acting through the General Manager (the "GENERAL
MANAGER") of the Recreation and Park Department, under and by virtue of the Charter and
Administrative Code of the City and County of San Francisco.

(Recreation and Park Department Contract)

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services as presented in Bid included as Attachment 1, 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 GENERAL MANAGER, 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 GENERAL MANAGER.

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 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 (Document 00700). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Document 00700).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide on a complete, turnkey basis, a fully functional, complete and operational Project constructed in accordance with the



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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, 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 Work shall be Substantially Complete within **xx consecutive calendar days**, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete **xx consecutive calendar days** after the date the CITY issues a Notice of Substantial Completion for each phase.
- 2.02 Reserved. (Critical Milestones.)
- 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 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 which would result from CONTRACTOR's failure to complete the Work within the



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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 two hundred dollars for each day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in section 2.01, and one hundred dollars (\$100) for each calendar day that transpires with the Work not Finally Completed after the time limit for achieving Final Completion, as specified in section 2.01.

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 CONTRACTOR'S bid.

1. The total of Lump Sum Price Items bid.

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).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the State of California as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as



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same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are available on the following site:
<http://www.dir.ca.gov/DLSR/PWD/>.

4.03 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.

ARTICLE 5 – INDEMNITY

5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Document 00805, 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. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents. 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.

ARTICLE 6 – RIGHTS AND REMEDIES

6.01 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



London Breed, Mayor
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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.

- 6.02 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.
- 6.03 City's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.22M, 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 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 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 CITY 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 8 – GOVERNING LAW AND VENUE

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- 8.02 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



London Breed, Mayor
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a court of competent jurisdiction within the State of California.

ARTICLE 9 – DISPUTE REVIEW BOARD

9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

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

To CITY: Sean McFadden
RPD Purchasing and Contract Administration
501 Stanyan Street
San Francisco, CA 94117

To CONTRACTOR:

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

10.03 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 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

11.01 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 CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

ARTICLE 12 – TERMINATION

12.01 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 General Conditions (Document 00700).



London Breed, Mayor
Philip A. Ginsburg, General Manager

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 Document 00822, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

Principal
BY: _____

Title

CITY:

<p>Recommended: _____ <u>Manager, RPD Purchasing and Contract Admin.</u> Title</p> <p>BY: _____ General Manager, Recreation and Park Department</p>	<p>Approved as to form: DENNIS J. HERRERA City Attorney</p> <p>By: _____ Deputy City Attorney</p>
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