

SECTION 00 41 10

SCHEDULE OF BID PRICES

For constructing Moccasin
Powerhouse Generator Rehabilitation,
in strict accordance with the Contract
Documents for Contract No. DB-
121R2.

Name of Firm, Corporation,
Partnership or Joint Venture

Bidders must bid on all Bid Items.

*Entries must be in permanent ink or
typed.*

By signing the Bid Form, the Bidder, having examined all referenced documents and the Drawings, and the Specifications 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):

Bid Item	Bid Item Title	Estimated Quantity	Units*	Unit Price (\$/Unit)	Amount (\$)
1	MOBILIZATION	1	LS	---	\$900,000
2	DEMOBILIZATION	1	LS	---	\$400,000
3	DESIGNER SERVICES	1	LS	---	
4	GENERATOR NO. 1 DISASSEMBLY AND REMOVAL OF EXISTING COMPONENTS	1	LS	---	
5	GENERATOR NO. 2 DISASSEMBLY AND REMOVAL OF EXISTING COMPONENTS	1	LS	---	
6	STRUCTURAL INSPECTION NO. 1	1	LS	---	

Bid Item	Bid Item Title	Estimated Quantity	Units*	Unit Price (\$/Unit)	Amount (\$)
7	STRUCTURAL INSPECTION NO. 2	1	LS	---	
8	CONTINGENCY ALLOWANCE FOR STRUCTURAL WORK	1	LS	---	
9	GENERATOR NO. 1 STATOR AND ROTOR WORK	1	LS	---	
10	GENERATOR NO. 2 STATOR AND ROTOR WORK	1	LS	---	
11	GENERATOR NO. 1 BRAKE WORK	1	LS	---	
12	GENERATOR NO. 2 BRAKE WORK	1	LS	---	
13	GENERATOR NO. 1 BRUSH COMPONENTS AND COLLECTOR RINGS INSPECTION	1	LS	---	
14	GENERATOR NO. 2 BRUSH COMPONENTS AND COLLECTOR RINGS INSPECTION	1	LS	---	
15	GENERATOR NO. 1 BRUSH COMPONENTS AND COLLECTOR RING WORK	1	LS	---	
16	GENERATOR NO. 2 BRUSH COMPONENTS AND COLLECTOR RING WORK	1	LS	---	
17	PROTECTIVE RELAYING WORK	1	LS	---	

Bid Item	Bid Item Title	Estimated Quantity	Units*	Unit Price (\$/Unit)	Amount (\$)
18	WEATHERPROOF SHELTERS, SCAFFOLDING, AND WORK PLATFORMS FOR GENERATORS	1	LS	---	
19	HAZARDOUS MATERIAL ABATEMENT	1	LS	---	
19A	CONTINGENCY ALLOWANCE FOR SAMPLING, TESTING, DEMOLITION, REMOVAL, HANDLING, TRANSPORTATION, AND DISPOSAL OF UNFORESEEN HAZARDOUS MATERIALS	1	AL	---	200,000
20A	CASH ALLOWANCE FOR DISPUTE RESOLUTION ADVISOR	1	AL	---	30,000
20B	CASH ALLOWANCE FOR PARTNERING	1	AL	---	125,000
21	CASH ALLOWANCE FOR CITY FIELD OFFICE SUPPLIES	1	AL	---	10,000
22	CONTINGENCY ALLOWANCE FOR NON-DESTRUCTIVE TESTING & UTILITY LOCATING	1	AL	---	50,000
23	CONTINGENCY FOR POWERHOUSE BATTERY SYSTEM REPLACEMENT	1	AL	---	250,000
Safety Requirements					
SAF-1	CONTRACT SAFETY REQUIREMENTS	1	LS	---	

Bid Item	Bid Item Title	Estimated Quantity	Units*	Unit Price (\$/Unit)	Amount (\$)
COV-1	COVID-19 INFECTIOUS DISEASE PREPAREDNESS AND RESPONSE PLAN (IDPRP)***	1,228	Day		
COV-2	COVID-19 IMPACTS TO CONSTRUCTION ACTIVITIES***	1,228	Day		
TOTAL BID PRICE (Summation of Bid Item 1 through COV-2 above)					

*Note: LS = Lump Sum, EA= Each, LF = Linear Feet, SF = Square Feet, CY = Cubic Yards, AL = Allowance, Day = Calendar Days

*** Bidders shall enter a Daily Rate for each COV bid item in the “Unit Price” column. Bidders shall multiply the days in the “Estimated Quantity” column by each of the respective COV Daily Rates in the “Unit Price” column and provide the respective result in the “Amount” column.

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 (“Base Bid”), 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.

Time allowed for completion of all Work shall be the number of calendar days specified in Section 00 73 02, beginning with and including the official date of Design Notice to Proceed as established by the General Manager, San Francisco Public Utilities Commission.

Bid submitted by:

_____ (seal)
Name of Firm, Corporation, Partnership or Joint Venture

Names of All Partners, if Partnership

State of Incorporation, if Corporation

Signature of Bidder or Authorized Representative

Date of Bid

Name and Title of Authorized Representative

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

END OF SECTION

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

This Section implements listing requirements for:

- A. 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];
- B. Local Business Enterprise (“LBE”): subcontractors, suppliers and service contractors, regardless of the dollar amount of subcontract work [Admin. Code Ch. 14B]; and
- C. Mandatory DIR Subcontractor Registration with the California Department of Industrial Relations (“DIR”).

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

Bidder must submit with its Bid a subcontractor list using the form below. Bidder must identify each subcontractor¹ that 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 must submit with its Bid a subcontractor list, using the form below, identifying each subcontractor that will perform work in excess of one-half of one percent of the Total Bid Price or \$10,000, whichever is greater.

At a minimum, Bidder must provide the following information with its Bid for each listed subcontractor:

- i. Name [Box 2];
- ii. Address (place of business) [Box 3];
- iii. Phone Number [Box 5];
- iv. Email [Box 6]
- v. California Contractor's License Number [Box 8]; and
- vi. DIR Registration Number [Box 13].

Bidders must also provide the following information either with its Bid or within 24 hours of Bid opening for each listed subcontractor:

- i. Portion of Work (list scope and indicate Full or Partial) [Box 4]; and
- ii. Amount of Subcontract Work [Box 10].

Bidder may correct an inadvertent error in the listed California Contractor License Numbers and DIR Registration Numbers within 24 hours of Bid opening.

If the City cannot identify the intended subcontractor or portion of work based on the information Bidder provided, or where Bidder provided conflicting information, the City may consider the subcontractor or portion of work to be 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.

B. LBE Subcontractors, Suppliers and Service Contractors

At time of Bid, Bidder shall identify each LBE subcontractor², supplier and service contractor (regardless of dollar amount of subcontract) that is certified as an LBE. At a minimum, Bidder must provide the following information on the subcontractor listing form submitted with its Bid for each LBE subcontractor:

- i. Type of Subcontractor [Box 1];
- ii. Name [Box 2];
- iii. Address (place of business) [Box 3];
- iv. Portion of Work (list scope and indicate Full or Partial) [Box 4];
- v. Phone Number [Box 5];
- vi. Email [Box 6];
- vii. California Contractor's License Number (as applicable) [Box 8];
- viii. Amount of Subcontract Work [Box 10]; and
- ix. DIR Registration Number (as applicable) [Box 13].

Bidders shall provide the remaining LBE information [Boxes 11 and 12] either with its Bid or within 24 hours of Bid opening for each LBE listed.

Bidder's failure to provide the required above-referenced LBE information with its Bid will not result in a finding that it is non-responsive, but the City may require Bidder to provide this information before it awards this Contract.

C. Mandatory DIR Subcontractor Registration

Bidder may not list a subcontractor for a public works project Bid unless the subcontractor is registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for Bid purposes only under Labor Code § 1771.1(a)]. An inadvertent listing of a subcontractor that is not registered under § 1725.5 will not be grounds for a Bid protest or for determining a Bid nonresponsive if Bidder has met the conditions set forth in Labor Code § 1771.1(c)(1) or (2).

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

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

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. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
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. DIR REGISTRATION NO.

* 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. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
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. DIR REGISTRATION NO.

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3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
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. DIR REGISTRATION NO.

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Copy this page as needed to provide a complete listing.

Page ____ of ____

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
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. DIR REGISTRATION NO.

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4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
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END OF SECTION

CITY AND COUNTY OF SAN FRANCISCO CONTRACT
MONITORING DIVISION



CHAPTER 14B
CMD ATTACHMENT 6
SFPUC Regional Construction Contracts

FORM 3: CMD COMPLIANCE AFFIDAVIT

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

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

CITY AND COUNTY OF SAN FRANCISCO
 CONTRACT MONITORING DIVISION



CHAPTER 14B
 CMD ATTACHMENT 6A
SFPUC Regional Architecture, Engineering and Professional Services

FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Goal %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK (CARRY-OVER FROM % OF WORK COLUMN)
			%			%
			%			%
			%			%
			%			%
Total % of Work: 100%				Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website: <http://sfgov.org/cmd> for each firm's status.

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION



CHAPTER 14B
CMD ATTACHMENT 6A
*SFPUC Regional Architecture, Engineering and
Professional Services*

Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION



CHAPTER 14B
CMD ATTACHMENT 6A
*SFPUC Regional Architecture, Engineering and
Professional Services*

FORM 3: CMD COMPLIANCE AFFIDAVIT

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

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

CITY AND COUNTY OF SAN FRANCISCO
 CONTRACT MONITORING DIVISION



CHAPTER 14B
 CMD ATTACHMENT 6A
SFPUC Regional Architecture, Engineering and Professional Services

FORM 5: CMD EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Sign below including each joint venture partner.

 Owner/Authorized Representative (Signature)

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Name and Title (Print)

 Firm Name

 Firm Name

 Telephone

 Date

 Telephone

 Date

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT is made for the convenience of the parties this _____ day of _____, 2021 by and between GE Renewables US LLC, located at 8000 E. Maplewood Ave, Suite 250, Greenwood Village, CO 80111 (the “CONTRACTOR” or “DESIGN-BUILDER”), and the City and County of San Francisco, State of California (the “CITY”), acting through the General Manager (the “GENERAL MANAGER”) of the San Francisco Public Utilities Commission (the “SFPUC”), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the San Francisco Public Utilities Commission awarded this AGREEMENT to CONTRACTOR on the _____ day of _____, 2021, under SFPUC Resolution No. _____, as more fully appears in the formal record of the proceedings of the San Francisco Public Utilities Commission.

Moccasin Powerhouse Generator Rehabilitation Contract No. DB-121R2

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to design and 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 design and 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.

1.00 Work

1.01 The Project. Moccasin Powerhouse Generator Rehabilitation ("MPGR") is a SFPUC capital project. Design-Build services will include, but are not be limited to:

- A. Scope 1: Rehabilitate two vertical shaft synchronous generators at the Moccasin Powerhouse. Each generator is rated 57.5 MVA, 13.8 kV, three-phase, 60 Hz, 0.9 power factor, 300 RPM (24 Poles), 330 field volts.
- B. Scope 2: Replace the protective relaying for the two generators to be rehabilitated.

- C. Scope 3: Perform an assessment to determine the structural integrity of the existing generator foundations
 - D. Scope 4: Perform hazardous materials assessment and abatement for two generators and corresponding power and control circuit raceways.
- 1.02 Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, Attachment 00 52 00-1 Schedule and Attachment 00 52 00-2 Payment Schedule, 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 00.22). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00.22).
- 1.03 Design-Build Delivery.
- A. This Project involves design and construction components under this Agreement between the City and a single entity known as a DESIGN-BUILDER. DESIGN-BUILDER, is responsible for taking the SFPUC concept, leading the development of the basis of design, completing the detailed design subject to SFPUC approval, and providing full construction services for the Project.
 - B. Under this approach, the CONTRACTOR will provide Design Services (Paragraph 2.00) and Construction Services (Paragraph 3.00) as set forth below. The CONTRACTOR acknowledges and agrees, however, that the specific scope of work for each Service for this Project is currently undefined and will be developed and finalized incrementally as the Project progresses. The services outlined below are intended as summary descriptions of the types of services that the CONTRACTOR may perform as part of the scope of work.
- 1.04 Project Team.
- A. The overall Project Team shall consist of the CONTRACTOR, the SFPUC Project Manager, SFPUC Project Engineer, SFPUC Resident Engineer, the SFPUC selected Infrastructure Support Team (“IST”), the partnering facilitator (Section 00 73 83), and other CITY staff. The parties may add other team members throughout the course of the project. CONTRACTOR shall collaborate and work jointly with all other members of the Project Team to provide design and construction services required for completion of the Project.
 - B. The DESIGN-BUILDER team members shall at all times have the requisite expertise and experience to provide the Design and Construction Services as required by the Contract Documents. See General Conditions (Section 00 72 00.22), Article 3. The

DESIGN-BUILDER shall provide staff to obtain any necessary permits and to develop the intermediate design drawings and specifications and the final design drawings and specifications.

2.00 Design Services

2.01 Design. The SFPUC will issue a separate Notice to Proceed for Design (See Paragraph 4.02 below) after this contract is certified by the City Controller. CONTRACTOR shall perform its Design Services, with a commitment to assist the SFPUC in its efforts to meet the Project budget and schedule, as further detailed in Section 01 11 00: Summary of Work and Section 01 11 14: Designer Services.

- A. The DESIGN-BUILDER shall provide all Design Services in conformance with the Project Schedule and Criteria Package (Design Criteria) and shall provide timely comment, input, reports, or responses as appropriate. Failure by DESIGN-BUILDER to provide timely services may result in termination of this AGREEMENT for cause. All final technical specifications and drawings shall be stamped and signed in accordance with the California Professional Engineers Act (Business and Professions Code sections 6700-6799).
- B. During the Design Phase, DESIGN-BUILDER shall work closely with the SFPUC and participate in design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that will provide the highest quality Work within the budget and schedule for the Project.
- C. Procurement of Long Lead Items. DESIGN-BUILDER shall provide submittals and shop drawings for the City's approved for the fabrication and delivery of the major parts and long lead items as required to meet the Project's schedule.

3.00 Construction services

3.01 Construction. Subject to the processes related to the completion of the design, the SFPUC will issue a separate Notice to Proceed for Construction. CONTRACTOR may concurrently perform Design and Construction services if so authorized in writing by the SFPUC. CONTRACTOR and all Subcontractors contracted for the construction of the Project will provide all construction services from mobilization through Project completion necessary to construct the Project in accordance with the Contract Documents and to render the Project and all of its components operational and functionally and legally usable. CONTRACTOR will furnish construction administration and management services and will perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents.

- A. At a minimum, CONTRACTOR will perform construction services consistent with those of a general contractor that submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction, value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. Refer to Section 01 11 00: Summary of Work.

3.02 Procurement of Trade Subcontractors or Self-performance.

- A. CONTRACTOR shall procure subcontractors in accordance with the requirements of the Division 00 Specification Sections. CONTRACTOR may self-perform Work it is qualified to perform.

3.03 Working Requirements. CONTRACTOR and Subcontractors must have the ability to prepare documents using the software applications specified in the Contract Documents during all segments of the Work

- A. The CONTRACTOR shall use the CITY's internet-based collaboration tool to connect the Project team members, to provide access to project documents, and to facilitate project development tasks. The CITY will provide licenses and training in the use of the collaboration tool for the project. For more details, see Section 01 31 00 – Project Management and Coordination.
- B. All drawings shall conform to SFPUC CADD Standards. All drawings shall be on latest version of Autodesk products. All digital data shall be prepared on the latest version of the software.
- C. As a minimum, the collaboration tool will be used to document the following program elements:
1. Project Contact List
 2. Drawings
 3. Meetings
 4. Information Bulletins
 5. Correspondence
 6. Submittals
 7. RFIs
 8. Daily Reports

9. Punch Lists
10. Contract Change Orders
11. Payment Applications
12. Project Record Documents

4.00 Contract Time AND Liquidated Damages

- 4.01 Design and Construction Phases and Completion Dates -- Multiple NTPs. Design-Builder shall Substantially Complete the Work (when the CITY issues a Notice of Substantial Completion) (in accordance with Article 9 of Section 00 72 00.22 – GENERAL CONDITIONS) within _____ **consecutive calendar days** as set forth in Section 00 73 02, beginning with and including the official date of the Design Notice to Proceed as established by the GENERAL MANAGER, and Final Completion in accordance with Article 9 of the General Conditions (Section 00 72 00.22) within the number of consecutive calendar days after the date the CITY issues a Notice of Substantial Completion as listed in Section 00 73 02.
- 4.02 Critical Milestone Dates. CONTRACTOR shall complete Work in time to meet all critical milestone dates, besides those required in Paragraph 4.01, above, during the periods specified in Section 00 73 02.
- 4.03 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 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 00.22). 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 below in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

5.00 Contract Sum

- 5.01 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 (Section 00 41 10):

1. Design Services
 - a. Lump sums for specified portions of the Work.
2. Construction Services
 - a. Lump sums for specified portions of the Work.
 - b. The total of all Unit Price Items bid.
 - c. The allowance(s) specified.

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.

5.02 Progress Payments. The CONTRACTOR shall submit separate payment requests for all Design and Construction Services, in an invoicing procedure to be approved by the CITY. The CITY will endeavor to make progress payments for undisputed amounts within 15 days, but not later than 45 days, of receiving a payment request and the required documentation including, without limitation, certified payrolls. Under no circumstances, however, shall the CITY be liable for interest or late fees for failure to issue timely any progress payment. Progress payments involving the work of the Trade Subcontractors during the performance of Construction Services shall include a retention as provided in the General Conditions (Section 00 72 00.22), Article 9.

5.03 Change Orders. CITY may increase or decrease the Contract Sum by Change Orders. Change Orders are governed by Article 6 – Clarification and Changes in the Work of Section 00 72 00.22: General Conditions.

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

- A. Charter Section 3.105, the award of this contract is subject to certification by the Controller as to the availability of funds. Charges will accrue only after prior written

authorization certified by the Controller, and the amount of the CITY's obligations will not at any time exceed the amount certified for the purpose and period stated in such advance authorization. The CITY will not certify funds for the entire project, but will do so on an incremental basis as the funds are needed. Once funds are certified for a particular scope of work by a trade subcontractor or the CONTRACTOR, the CITY acknowledges it will be obligated to pay the CONTRACTOR the amount of funds certified by the Controller for conforming work actually performed, provided there is no offset by the CITY for liquidated damages, non-conforming work, or other circumstances preventing payment. The CITY acknowledges that the CONTRACTOR and its trade subcontractors are not obligated to perform any work to the extent such work is not covered by funds certified by the Controller for the project. In the event of delays in the availability of additional funding, the CITY reserves all rights to suspend or terminate the Contract for convenience as set forth in the General Conditions, Section 00 72 00.22, Article 14.

B. Funding may be authorized in partial installments.

6.00 LOCAL BUSINESS ENTERPRISE PROGRAM

6.01 Local Business Enterprise (“LBE”) Program. Contractor agrees to comply with all requirements of the Local Business Enterprise and Non-Discrimination Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as the City may amend it in the future (collectively the "LBE Ordinance"). The LBE subconsulting and subcontracting requirements for this project are waived for both Design and Construction portions of the project. Refer to Section 7.00 of the RFB.

7.00 LABOR REQUIREMENTS

7.01 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 Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the Water System Improvement Program Project Labor Agreement (“WSIP PLA”) and the Second Addendum, thereto, dated July 23, 2019, collectively “PLA” (see Sections 00 52 10 and 00 73 18.20). Any conflict between the terms of the PLA and the other Contract Documents shall be resolved in favor of the PLA. In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, Administrative Code Section 6.22(g) and Chapter 82. Refer to Section 00 73 30 for further information.

- 7.02 Prevailing Wages. The latest 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, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as such wage rates 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. CONTRACTOR agrees to comply with the requirements of San Francisco Administrative Code Ch. 6.22(e). 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 on file at the San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102.
- 7.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than 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.
- 7.04 CONTRACTOR shall comply with San Francisco Administrative Code Ch. 6.22(f) regarding the hours and days of work for all persons performing labor or rendering services in the performance of the AGREEMENT.
- 7.05 Consistent with San Francisco Administrative Code Ch. 6.22(m), no article furnished under this AGREEMENT shall have been made in a prison or by convict labor.

7.06 In addition to all other labor and safety requirements, CONTRACTOR and its Subcontractors shall abide by the requirements of San Francisco Administrative Code Ch. 64.1, prohibiting masonry dry-cutting and masonry dry-grinding, with exceptions.

8.00 INDEMNITY, INSURANCE, BONDS, AND DAMAGES

8.01 Indemnification. Consistent with California Civil Code section 2782 and as set forth more fully in the Contract's General Conditions (Section 00 72 00.22), Article 3, the CONTRACTOR shall immediately defend, indemnify, and hold harmless the City, its boards, commissions, officers, agents, and employees, and the portion of other parties designated in Article "Insurance for Others" of Section 00 73 16 employed by City or to which the City owes a contractual duty of defense or indemnity, and all of their officers, agents, members, employees, and authorized representatives, (collectively, "Indemnitees"), from and against any and all claims, causes of action, losses, lawsuits, litigations, liabilities, damages, expenses, penalties, costs, and fees from third party claims (collectively, "Claims") for tangible property damage, personal injury, or death, that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, to the extent of the negligence or willful misconduct of the CONTRACTOR with regard to the Agreement, the Work, and/or the Services.

A. The liability of the CONTRACTOR will not be limited to the amount of insurance coverages required under the Contract Documents.

B. This indemnification will not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

8.02 Insurance. The CONTRACTOR shall at all times under this AGREEMENT maintain the insurance coverages as required under Contract Document Section 00 72 00.22, Article 10 and Section 00 73 16. The CITY will not fund or participate in any owner-controlled insurance program.

8.03 Bonds. The 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 the Contract Sum, with the CONTRACTOR as Principal and the CITY as sole obligee, in the form provided by the CITY (Section 00 61 13), in conformance with the bond requirements under the General Conditions (Section 00 72 00.22, Article 10). Performance and Payment Bonds are required for the Design and Construction Phases. The CONTRACTOR shall furnish the Performance and Payment Bonds no later than the execution of this AGREEMENT.

9.00 RIGHTS AND REMEDIES

- 9.01 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.
- 9.02 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.
- 9.03 CITY's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.22(m), the CONTRACTOR or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of San Francisco Administrative Code Chapter 6, 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, the CONTRACTOR or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, *et seq.*, and Chapter 28, and California Government Code section 12650, et seq.
 - B. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 9.03.

10.00 COMPLETE AGREEMENT; MODIFICATIONS IN WRITING

- 10.01 This AGREEMENT and the Contract Documents as set forth in General Conditions (Section 00 72 00.22) constitute the complete agreement between the CITY and the CONTRACTOR. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the CITY and the CONTRACTOR.
- 10.02 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 CITY. Any modification shall be made only on written recommendation of the GENERAL MANAGER, and in accordance with San Francisco Administrative Code Ch. 6.22(h).

10.03 This AGREEMENT shall not be assigned except in writing signed by the CITY, and only upon the recommendation of the GENERAL MANAGER and the approval of the Commission.

11.00 RESOLUTION OF CONFLICTING TERMS

11.01 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 will be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents will not be deemed to be in conflict. It is expressly agreed by and between the CITY and the CONTRACTOR that should there be any conflict between the terms of this AGREEMENT and the CONTRACTOR's Bid, then this AGREEMENT will control and nothing herein will be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

12.00 GOVERNING LAW AND VENUE

12.01 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.

12.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the City and County of San Francisco in State of California.

13.00 NOTICES TO PARTIES

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

To CITY: *Contact the designated CITY Representative*

To CONTRACTOR: _____
(Contractor's name)

(Contractor's mailing address)

(Contractor's e-mail address)

(Contractor's fax no.)

[Insert name, title, mailing address, e-mail, fax number]

- 13.02 From time to time, the Parties may designate new address information by notice in writing, delivered to the other Party.
- 13.03 The delivery to the 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 the CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon the CONTRACTOR.

14.00 PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

- 14.01 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 CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. The CONTRACTOR agrees that in shall hold in strict confidence all information disclosed by the CITY to CONTRACTOR and marked or otherwise identified as "confidential" use such confidential information 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.
- 14.02 CONTRACTOR shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The CITY at its sole option and discretion may, within the four-year period, notify the CONTRACTOR in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, CONTRACTOR shall request direction from the CITY as to whether the CONTRACTOR should return or destroy the confidential information. Shipment to a CITY-designated storage facility, shall be made at CITY's sole expense.

15.00 TERMINATION AND SURVIVAL

- 15.01 Except as otherwise specified herein, 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 00.22).

- 15.02 The provisions of the Contract Documents that 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.

16.00 SEVERABILITY

- 16.01 Should the application of any provision of this AGREEMENT to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this AGREEMENT shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.00 ATTACHMENTS

- 17.01 The following Attachments reference Appendices within the RFB, as amended via Addenda to the RFB or modified via Amendment to this AGREEMENT:

Attachment 1: Section 00 41 10 – Schedule of Bid Prices

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 that 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.

CITY

GE Renewables US LLC

By: _____
General Manager, San Francisco Public Utilities
Commission

Principal
By _____

Title

Print Name

ATTEST:
Authorized by the
SAN FRANCISCO PUBLIC UTILITIES
COMMISSION

By Commission Resolution No.: _____,
adopted: _____, 202____, copy
attached herewith and marked Exhibit _____.

Secretary, San Francisco Public Utilities
Commission

Approved as to form:
DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Print Name

END OF AGREEMENT