



San Francisco  
**Water  
Power  
Sewer**

Services of the San Francisco Public Utilities Commission

**CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
WATER ENTERPRISE**



**HARLAN L. KELLY, JR.  
GENERAL MANAGER**

**KATHRYN HOW  
ASSISTANT GENERAL MANAGER  
INFRASTRUCTURE**

**TESLA FLYWHEEL UNINTERRUPTIBLE POWER  
SUPPLY**

**CONTRACT NO. WD-2846(E)  
DECEMBER 2017**

**SPECIFICATIONS**

**COPY NO. \_\_\_\_\_**

**PROJECT NO. Water Enterprise Funds**

**FOR THE SOLE USE OF THE DOCUMENT RECIPIENT – DO NOT CITE, COPY, OR  
CIRCULATE WITHOUT THE EXPRESSED PERMISSION OF THE SFPUC.**



## KEY CONTACTS AND DETAILS

### 1.01 SUMMARY

- A. This Section identifies the designated individuals to be contacted for assistance with any questions.

### 1.02 SFPUC - CONTRACT ADMINISTRATION BUREAU CONTACT

Pauline Lam  
c/o SFPUC Contract Administration Bureau  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Direct: 415-551-4603

### 1.03 WEBSITE ADDRESSES

- A. SFPUC CONTRACTS & BIDS  
<http://sfwater.org/contracts>
  
- B. S.F OFFICE OF LABOR STANDARDS ENFORCEMENT – MINIMUM WAGE ORDINANCE  
<http://sfgov.org/olse/minimum-wage-ordinance-mwo>
  
- C. S.F. BUSINESS REGISTRATION CERTIFICATE  
<http://sfgov.org/tax>

END OF SECTION







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END OF SECTION











**City and County of San Francisco**  
**Edwin M. Lee**  
**Mayor**

**Contract Monitoring Division**  
**Romulus Asenloo**  
**Director**



SECTION 00 45 78

CERTIFICATE OF BIDDER REGARDING CONTRACTING IN STATES THAT ALLOW DISCRIMINATION AGAINST LGBT INDIVIDUALS

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read San Francisco Administrative Code Chapter 12X "Prohibiting City Travel and Contracting in States that Allow Discrimination Against LGBT Individuals" ("Chapter 12X") and understands that the City and County of San Francisco cannot enter into contracts with companies with United States headquarters in states that perpetuate discrimination against LGBT populations ("Covered States") or where any or all of the work on the contract will be performed in Covered States.

I \_\_\_\_\_, certify that at the time of entering into this Agreement, the address of the United States headquarters for my company is \_\_\_\_\_. I will notify the City if my company's headquarters moves. I also certify that none of the Work performed on this Contract will be performed in any Covered State.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Position in Firm or Corporation

Note: A list of Covered States is available at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>

The text Chapter 12X is posted on the Web at:  
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12xprohibitingcitytravelandcontra?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_Chapter12X](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12xprohibitingcitytravelandcontra?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_Chapter12X)

*Bidder must submit this completed form with its Bid*

**END OF SECTION**



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SECTION 00 49 16

DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Contractor must be 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)]. **Complete this Section and return it to the SFPUC along with signed Agreement.**

**PRIME CONTRACTOR:** \_\_\_\_\_  
 Name of Firm or Corporation

\_\_\_\_\_  
 Department of Industrial Relations No. Contractor’s California License No.

\_\_\_\_\_  
 Principal Point of Contact Name Principal Point of Contact E-Mail Address

Classification of Types of Work to be Performed by Prime Contractor Under the Contract (check all that apply):

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters	<input type="checkbox"/> Carpet/Linoleum
<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers	<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic
<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers	<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Engineers
<input type="checkbox"/> Painters	<input type="checkbox"/> Pile Drivers	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterers	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster	<input type="checkbox"/> Tile Workers
<input type="checkbox"/> Other(s): _____				

**SUBCONTRACTOR:** \_\_\_\_\_  
 Name of Firm or Corporation

\_\_\_\_\_  
 Department of Industrial Relations No. Contractor’s California License No.

\_\_\_\_\_  
 Principal Point of Contact Name Principal Point of Contact E-Mail Address

Classification of Types of Work to be Performed by Subcontractor Under the Contract (check all that apply):

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters	<input type="checkbox"/> Carpet/Linoleum
<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers	<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic
<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers	<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Engineers
<input type="checkbox"/> Painters	<input type="checkbox"/> Pile Drivers	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterers	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster	<input type="checkbox"/> Tile Workers
<input type="checkbox"/> Other(s): _____				

**SUBCONTRACTOR:** \_\_\_\_\_  
 Name of Firm or Corporation

\_\_\_\_\_  
 Department of Industrial Relations No. Contractor's California License No.

\_\_\_\_\_  
 Principal Point of Contact Name Principal Point of Contact E-Mail Address

Classification of Types of Work to be Performed by Subcontractor Under the Contract (check all that apply):

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters	<input type="checkbox"/> Carpet/Linoleum
<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers	<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic
<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers	<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Engineers
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<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster	<input type="checkbox"/> Tile Workers
<input type="checkbox"/> Other(s): _____				

**SUBCONTRACTOR:** \_\_\_\_\_  
 Name of Firm or Corporation

\_\_\_\_\_  
 Department of Industrial Relations No. Contractor's California License No.

\_\_\_\_\_  
 Principal Point of Contact Name Principal Point of Contact E-Mail Address

Classification of Types of Work to be Performed by Subcontractor Under the Contract (check all that apply):

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters	<input type="checkbox"/> Carpet/Linoleum
<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers	<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic
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<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster	<input type="checkbox"/> Tile Workers
<input type="checkbox"/> Other(s): _____				

*Copy this page as needed to provide a complete listing of all subcontractors.*

*Page \_\_\_\_\_ of \_\_\_\_\_*

END OF SECTION

SECTION 00 52 00  
AGREEMENT FORM

THIS AGREEMENT is made for the convenience of the parties this 5<sup>th</sup> day of January, 2018 by and between Holt of California, located at 1521 W. Charter Way, Stockton, CA 95206 (“CONTRACTOR”), 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, on the 17th day of October 2017, the San Francisco Public Utilities Commission’s (SFPUC) General Manager issued a Declaration of Emergency because the Tesla Treatment Facility (TTF) Flywheel Uninterruptible Power Supply (UPS) Unit 8130 (one of three Flywheel UPS units) failed, which in turn required that the other two still-functioning UPS Units 8140 and 8150 to be removed from service until repairs and servicing could be performed, and the repairs must be made immediately to ensure the continued delivery of clean drinking water to SFPUC water customers and to maintain the protection of public health and welfare; and

WHEREAS, the President of the San Francisco Public Utilities Commission approved the Declaration of Emergency, a copy of which is attached hereto; and

WHEREAS, on the 1st day of December 2017, the SFPUC’s General Manager issued an update to the October 17, 2017 Declaration of Emergency because SFPUC staff learned further information about the scope of the needed repair work and determined that a contractor holding a California Contractors C-10 Electrical License should perform the work, and determined, in consultation with the City Attorney’s office, that the emergency repair work meets the definition of a "public work" under Chapter 6 of Administrative Code, and not "services" under Chapter 21; and

WHEREAS, on January 3, 2018, as set forth in Resolution No. **412-17**, the San Francisco Board of Supervisors approved the General Manager’s emergency determination to **repair of the Flywheel UPS at the TTF**; and

WHEREAS, the CITY has retained the CONTRACTOR to perform the repair of the Flywheel UPS at the TTF including replacing a number of components such as costly bearings and capacitors as necessary to restore all three Flywheel UPS units to service.

**Tesla Flywheel Uninterruptible Power Supply  
Contract No. WD-2846(E)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the 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 – CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

1.01 Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).

1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 – CONTRACT TIME**

2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 120 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 60 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.

**ARTICLE 3 – CONTRACT SUM**

3.01 Contract Sum.

A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices (Section 00 41 10):

1. Lump sums for specified portions of the Work.
2. Time and materials at agreed upon rates and amounts.
3. The allowance(s) specified.

Total awarded contract amount: \$XXX,XXX

For all Work, CONTRACTOR guarantees that the maximum cost payable by the City, based on direct costs for actual quantities of labor, materials, equipment and Contractor's fees for indirect costs as set forth in Paragraph 6.06 of the General Conditions (Section 00 72 00), all subject to increases or decreases for changes in the Work, shall not exceed \$ XXX,XXX.

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 Administrative Code, including section 6.22(e) (“Prevailing Wages”).

- 4.02 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 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 on file at the San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94102.

#### **ARTICLE 5 – NOTICES TO PARTIES**

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

To CITY:        *Contact the designated City Representative*

To CONTRACTOR: Holt of California  
 (Contractor’s name)

1521 W. Charter Way, Stockton, CA 95206  
 (Contractor’s mailing address)

\_\_\_\_\_  
 (Contractor’s e-mail address)

\_\_\_\_\_  
 (Contractor’s fax no.)

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

**ARTICLE 6 – PROJECT-SPECIFIC PROPRIETARY OR CONFIDENTIAL INFORMATION**

- 6.01 CONTRACTOR has executed a Confidentiality Agreement in which it agreed to maintain the confidentiality of the plans, specifications and related documents for the Project. That Confidentiality Agreement is attached to this AGREEMENT as Attachment A and is hereby incorporated into the Contract Documents.

**ARTICLE 7 – TERMINATION AND SURVIVAL**

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

**[Emergency Contracts Only]**

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(signed) Authorized Representative

\_\_\_\_\_  
S.F. Business Tax Registration Certificate Number

\_\_\_\_\_  
Position in Firm or Corporation

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Address of Firm or Corporation

\_\_\_\_\_  
License Expiration Number

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 California Labor Code 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

CITY

HOLT OF CALIFORNIA

By: \_\_\_\_\_  
General Manager, San Francisco Public Utilities  
Commission

Principal  
By \_\_\_\_\_  
\_\_\_\_\_  
Title

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

END OF SECTION







## CONFIDENTIALITY AGREEMENT

The City and County of San Francisco, acting through the San Francisco Public Utilities Commission (CITY), agrees to furnish DOCUMENT RECIPIENT with certain confidential information pertaining to City-owned facilities as described below:

### WD-2846(E) Tesla Flywheel Uninterruptible Power Supply

The release of confidential documents, including all plans and specifications and archived documents, in any format, including but not limited to, hard copy and electronic form (hereinafter DOCUMENTS) is subject to the following mutually-agreed upon terms and conditions:

1. DOCUMENT RECIPIENT agrees to hold the above-described confidential information in trust and confidence and agrees that it shall be used only for improvements to CITY facilities and shall not be used for any other purpose or be disclosed to any third party.
2. By accepting and using the above-described confidential information, DOCUMENT RECIPIENT expressly agrees to treat such documents in strict confidence.
3. Copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically-formatted copies of complete and/or any portions of DOCUMENTS, shall not be made or retained for distribution to any person or entity by the DOCUMENT RECIPIENT. **Exceptions:** a) A Prime Contractor may provide sections of the DOCUMENTS only to internal staff with direct involvement in bid preparation or B) A Prime Contractor is allowed to provide sections of the DOCUMENTS to a Subcontractor and/or Supplier in order to solicit a bid/quote, but only after the Prime Contractor completes Page 3 listing Subcontractor and/or Supplier name, Contractor/Business license number, description of sections to be provided, and reason for the distribution. The Prime Contractor assumes responsibility for the disposition of DOCUMENTS provided to a Subcontractor and/or Supplier.
4. At the conclusion of the above-referenced project, or at such time as the contract for the above-referenced project is awarded to an entity other than the DOCUMENT RECIPIENT, DOCUMENT RECIPIENT agrees to destroy all confidential information and documents referenced herein. The CITY may demand that all written notes, photographs/video/etc., sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential information be destroyed as well. The CITY also reserves the right to request at any time a Certificate of Destruction, executed under penalty of perjury, that all requested documentation was destroyed, as documented proof of compliance with this paragraph. Notwithstanding the foregoing, Holt may retain records pertinent to repair and warranty work following conclusion of its Work under this Agreement provided that Holt expressly agrees to treat such documents and photographs in strict confidence.
5. The actual amounts of damages which the CITY would suffer should DOCUMENT RECIPIENT breach this Confidentiality Agreement are impractical and difficult to calculate. Therefore it is agreed by DOCUMENT RECIPIENT that in the event of a breach of this Confidentiality Agreement by DOCUMENT RECIPIENT, DOCUMENT RECIPIENT will pay to the CITY the sum of One Hundred And Fifty Thousand Dollars (\$150,000) as liquidated damages for each breach of the obligations set forth herein. The obligations set forth above shall not apply to information which is (a) publicly known; (b) subsequently developed by the DOCUMENT RECIPIENT independently of any disclosures made hereunder by CITY; or (c) disclosed with CITY's prior written consent. In the event that DOCUMENT RECIPIENT is required by law to disclose any information contained in the DOCUMENTS, DOCUMENT RECIPIENT shall promptly notify CITY of such request so that CITY may seek a protective order or other judicial relief prior to disclosure.

I, \_\_\_\_\_, have read the above confidentiality agreement and agree to all of the terms:

\_\_\_\_\_  
Authorized Signature Title Date

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone and Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Please circle which type of DOCUMENT RECIPIENT is receiving these confidential documents, and then provide the related information on the lines below.**

**Contractor** - Contractor's License Number: \_\_\_\_\_

Supplier - SF or Federal Employer ID Number (FEIN): \_\_\_\_\_

Please print or type the following information:

I, \_\_\_\_\_, authorize the following individual to receive the confidential documents on behalf of the Company listed above:

\_\_\_\_\_  
(Individual's Name)

\* \* \* \* \*

**AGREED AND ACCEPTED BY**

San Francisco Water Power Sewer Representative:

\_\_\_\_\_  
Name (Print) Title (Print)

\_\_\_\_\_  
Signature Date

SECTION 00 61 13

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the San Francisco Public Utilities Commission of the City and County of San Francisco, State of California, has awarded to:

Holt of California located at 1521 W. Charter Way, Stockton, CA 95206  
hereinafter designated as the "Principal", a Contract for:

**Tesla Flywheel Uninterruptible Power Supply  
Contract No. WD-2846(E) (\$XXX,XXX)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

\_\_\_\_\_ as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PAYMENT BOND)

\_\_\_\_\_ United States Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

## (PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

Should there be more than one surety executing this form on behalf of the Surety, each surety shall be jointly and severally liable for all obligations of Surety stated herein for the Performance and Payment Bonds.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Principal: \_\_\_\_\_ Holt of California

±

By: \_\_\_\_\_

Surety:  
\_\_\_\_\_

By: \_\_\_\_\_

END OF SECTION



## SECTION 00 72 00

## GENERAL CONDITIONS

The San Francisco Public Utilities Commission – General Conditions, dated June 2017, is hereby incorporated by reference in the Contract Documents and is available at the following internet address:

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=964813&ver=5&data=371453005>

**The Contractor shall download this section before submitting its bid.**

END OF SECTION

<b>CHANGE LOG</b>	
<b>General Conditions Version</b>	<b>Description</b>
June 2017	Revisions to Articles 3.17A and 8.03B
August 2015	N/A





SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.01 SUMMARY

- A. This Section includes supplements that amend, delete, or modify provisions of Section 00 72 00, the General Conditions of the City and County of San Francisco, as required for the Work of this Contract.
- B. All provisions that are not so modified shall remain in full force and effect.

1.02 ARTICLE 3

- A. Amend Subparagraph 3.06 B with the following new sub-subparagraphs:
  - "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to those shown in 00 73 00/APB."

END OF SECTION



## SECTION 00 73 02

## SECTION 00 73 16

## INSURANCE REQUIREMENTS

## 1.01 SUMMARY

- A. This Section includes insurance requirements, which amend Article 10 of the General Conditions.

## 1.02 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 for each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
  2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Broadform Property Damage, and completed operations.
  3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired, or non-owned vehicles, as applicable.
- B. Approval of Contractor's insurance by the City will not relieve or decrease the liability of Contractor under this Agreement. The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase.

## 1.03 INSURANCE FOR OTHERS

- A. For general liability and automobile liability insurance, Contractor shall include as additional insured, the City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. City's consultants and/or subconsultants: None.
  2. Non-City Agencies: None.

- B. General /Auto Liability policies shall:
1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees as well as others as required by contract and must include coverage for bodily injury and property damage.
  2. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

#### 1.04 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 5 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5% of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.

- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 5 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 calendar days' advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages, except for non-payment of premiums for which no fewer than 10 calendar days' advance notice shall be provided to the City, unless otherwise approved by the City. All notices shall be made to:
- Manager, SFPUC Contract Administration Bureau  
City and County of San Francisco  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102.
- H. Contractor, upon receipt of any such notice of cancellation, shall file with the City a certificate of insurance of the required new or renewed policy, including applicable policy endorsements, at least 10 calendar days before the effective date of such cancellation, change or expiration, or as soon as practicable before such effective date in the case of non-payment issues. Upon request, Contractor promptly shall furnish the City with a complete copy of the new or renewed policy.
- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.05 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

END OF SECTION



SECTION 00 73 17

PDF DOCUMENT LIABILITY WAIVER AND RELEASE

1.01 SUMMARY

- A. The City may issue to Contractor Portable Document Format (PDF) files, which were prepared for the City for the Work of Project, in electronic format for the limited purpose of facilitating Contractor's design of the Work.

1.02 PROJECT CONDITIONS

- A. The City's issuance of Project PDF files to Contractor is not a representation of the completeness or accuracy of the information contained in the files.
- B. Contractor agrees not to transmit to third parties or otherwise reuse Project PDF files without prior written consent of the City. Unauthorized use of Project PDF files shall be at the sole liability of the user.

END OF SECTION





## SECTION 00 73 19

## HEALTH AND SAFETY REQUIREMENTS

## INTRODUCTION

This Section sets forth general health and safety requirements for the Contract.

Contractor shall be solely and fully responsible for compliance with all laws, rules and regulations applicable to health and safety of persons during the performance of the Work, and shall fully assume the defense of, indemnify, and hold harmless those entities and persons identified in Sections 00 72 00 and 00 73 16. Contractor shall be solely and fully responsible for all construction means, methods, techniques, sequences, and procedures, including all safety precautions and programs taken in connection with the Work, as well as coordinating all portions of the Work. Contractor, not the City, is responsible and liable for the health and safety of Contractor's employees and Subcontractors as set forth in applicable statutes, laws, and regulations. Contractor shall be solely responsible for any and all fines, penalties or damages which result from its failure to so comply.

The health and safety requirements specified in this Section are not all-inclusive. In addition, some of the requirements specified may not apply to the specific Work of this Contract. It is Contractor's sole responsibility to identify and comply with all applicable health and safety requirements for the Work. The City will neither assume administration nor direct control and responsibility for maintaining Contractor's health and safety program.

Nothing contained in this Section shall relieve Contractor, or any Subcontractor or Supplier, from the obligations set forth above and obligations as required by applicable laws, rules, or regulations. If a provision of this Section conflicts with any applicable provision of this Contract or any federal, state, or local safety regulations, the more stringent requirements that maintain a greater level of safety shall apply. Section includes:

- 1.0 Related Documents
- 2.0 Submittals
- 3.0 References
- 4.0 Definitions
- 5.0 General Health and Safety Requirements
- 6.0 Staff Organization
- 7.0 Controlled Substance Abuse and Alcohol
- 8.0 Training
- 9.0 Meetings
- 10.0 Project Activity Hazard Analysis/Job Hazard Analysis Program
- 11.0 Site-Specific Contractor Health & Safety Plan (HASP)
- 12.0 Inspections
- 13.0 Incident Reporting and Investigation
- 14.0 Personal Protective Equipment (PPE)
- 15.0 Emergency Equipment
- 16.0 Logs, Reports, and Recordkeeping
- 17.0 Remedial Action

## 1.0 REFERENCES

Work performed shall be consistent with the following guidelines and references and in compliance with all applicable regulations and standards, including those listed below. In the case that these requirements are conflicting, the one which offers the greatest level of safety shall be followed.

- A. Cal/OSHA Occupational Safety and Health Administration (OSHA) Regulations
  - 1. CCR Title 8 Standards (All)
  - 2. CCR Title 8 Tunnel Safety Orders (8400-8568)
- B. National Institute for Occupational Safety and Health (NIOSH) Publications
- C. U.S. Environmental Protection Agency (USEPA) Publications
- D. American Conference of Governmental Industrial Hygienists (ACGIH) Publications

## 2.0 DEFINITIONS

- A. Activity Hazard Analysis (AHA)/Job Hazard Analysis (JHA) – a form used to identify the task and break it down into steps, identify the hazards associated with each step, and identify the control measures used for each step to protect the worker, environment or public. This form is also commonly referred to as Job Safety Analysis (JSA).
- B. Competent Person – one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them
- C. Hot Work – any activity using tools or equipment resulting in the generation of sparks or open flame. This includes, but is not limited to, cutting or burning with torches, welding, grinding, and the use of reciprocating saws
- D. Incident – any unplanned or unexpected event that results in personal injury, property damage, or environmental release
- E. Near-miss Incident - any unplanned or unexpected event that could have resulted in personal injury, property damage or environmental release, but does not, due to luck, chance, or other circumstances.
- F. Project Personal Protective Equipment (PPE) – ANSI Z87.1 safety glasses/shields; hard hat; work boots or protective footwear; gloves; hearing protection; and high visibility vest.
- G. Qualified Person – one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, the work, or the project.
- H. Site Safety Representative – a Contractor’s employee(s) assigned to the project based on the contract requirements on a full-time basis for the entire duration of construction activities.
- I. Work Areas – Refers to the perimeter of the work area for that specific Contractor.

## 3.0 GENERAL HEALTH AND SAFETY REQUIREMENTS

- A. The list of general health and safety requirements set forth in this Article is not a comprehensive list of all requirements that may apply to Work under this Contract. In addition, some of the specified requirements may not apply to the Work under this

- Contract, depending on the type and scope of the Work. Contractor is solely responsible for determining and complying with all applicable health and safety requirements in accordance with applicable laws, rules, and regulations.
- B. Contractor shall implement a zero incident philosophy on the project and establish a goal of zero accidents and zero injuries with work tasks designed to minimize or eliminate hazards to personnel, process, equipment, environment, and the general public.
  - C. Contractor shall develop and use Activity Safety Analyses (AHAs)/JSAs that address all elements of work required by Cal/OSHA to be undertaken by the Contractor.
  - D. Contractor shall have a written Lockout/Tagout Procedure that complies with CCR Title 8, Section 3314. The written program will also be coordinated with and submitted to SFPUC facility personnel when applicable based on scope and location of work.
  - E. Contractor shall have a written Permit-Required Confined Space Program that complies with CCR Title 8, Subchapter 4 Construction Safety Orders, Section 1950-1962. Contractor will provide City Representative with documentation of confined space entrant, attendant, supervisor, and rescue training. Retrieval equipment and qualified rescue team shall be provided by each Contractor for all permit-required confined space entries. Contractor's Project Site Safety Representative shall be present at the worksite from the time that entry into a permitted confined space is initiated until exit from the confined space has been completed.
  - F. Contractor shall have a written Fall Protection Program to address work activities that occur at heights greater than 6 feet, which is communicated to all affected employees.
  - G. Hoisting of personnel on a personnel platform by a crane or derrick is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions. This type of operation must meet the requirements of Cal/OSHA regulatory requirements.
  - H. Never raise a load over people or occupied buildings. Tag lines must be used to control every load. All materials shall be rigged to prevent unintentional displacement. Hooks with self-closing safety latches shall be used to prevent components from slipping out of the hook. Defective rigging equipment shall be tagged and removed from service.
  - I. Only qualified operators may operate power equipment. Seat belts must be worn where applicable.
  - J. Safe lifting procedures for cranes and hoists must be developed and documented. Crane and hoist operators and qualified riggers must conduct rigging equipment inspections prior to each use on each shift and as necessary during its use.
  - K. Preventative maintenance must be conducted on cranes and hoists in accordance with manufacturer's guidance or regulatory requirements.
  - L. Riding on hooks, headache balls, or slings of hoisting equipment is strictly prohibited.
  - M. Scaffolds shall be built per Cal/OSHA standards.
  - N. All scaffolds must be inspected by a Qualified Person before use and must be designed for the safe working load. Guardrails and toe-boards shall be used on all scaffolds and secured per Cal/OSHA requirements. Rolling tower scaffolds must be locked while the scaffold is in use.
  - O. Scaffold platforms more than 6 feet above any working surface must be equipped with a guardrail system – Top rails (42 inches plus or minus 3 inches), mid rails (midway between the top rail and the scaffold platform) and toe boards – or personal fall arrest systems must be utilized.

- P. No scaffold shall be erected, moved, dismantled, or altered except by trained personnel under the authority of the Qualified Person.
- Q. The Scaffold Tag System shall be implemented using red, yellow, and green tags.
- R. Outriggers and platforms below the working/walking level shall be fully planked.
- S. Electrical equipment shall not be installed, repaired, or removed except by trained qualified electricians.
- T. Temporary lighting must be guarded.
- U. All 120-volt, single phase 15 and 20-ampere receptacle outlets on construction sites, which are not part of permanent wiring of the building or structure and are in use by employees, shall have approved Ground Fault Circuit Interruption (GFCI) for personnel protection.
- V. Extension cords must be at least 16-gauge heavy duty 3-wire with a UL approved three prong ground plugs.
- W. Gasoline and similar flammable liquids must be stored only in and approved safety containers and in areas free of bringing hazards.
- X. Open fires are strictly prohibited on the job sited.
- Y. Every hot work operation mans have a properly trained and equipped fire watch with appropriate fire extinguishers for the specific hazard in the work area. The fire watch must remain in the work are for at least 30 minutes after the hot work activity is completed.
- Z. The contractor will utilize a hot-work permit system when working in/around a combustibile environment.
- AA. Defective tools and equipment must be taken out of service and shall be properly repaired before reuse.
- BB. Compressed gas cylinders shall remain standing and securely tire doff, whether empty or full. Valves shall be closed on all empty cylinders. Protection caps shall remain on cylinders when not in use.
- CC. When cylinders are not in use, they must be secured and capped. If cylinders are not used within a 24-hour period, they are considered to be in storage, and must be secured, capped, and separated. Separate oxygen and fuel gas cylinders by a minimum distance of 20 feet or by a noncombustible barrier that is at least 5 feet high, and has a fire-resistance rating of a 1/2 hour.
- DD. All moving equipment must be equipped with back-up alarms.
- EE. Job-made wooden ladders can be utilized on the job site if they meet Cal/OSHA requirements.
- FF. Stepladders (A-Frame) must be fully open and cannot be used as straight/extension ladders.
- GG. Tie-off all straight and extension ladders to keep them secure. Straight and extension ladders must extend 3 feet beyond the top landing. The base of the ladder shall be set out at least one-fourth of the ladder height measured from bottom to point of bearing.
- HH. Contractor is responsible for cleaning up and removing hazardous and non-hazardous waste generated on the job site.
- II. Each Contractor shall be responsible to maintain areas where he is performing work free from waste materials, debris, and rubbish.
- JJ. All protruding nails in form lumber, boards, etc., must be withdrawn or bent into the wood before the wood is stacked or piled.
- KK. Provide a proper collection container and floor protection when using cutting oil, solder flux, hydraulic oil, and other fluids. In the event of a large spill, immediately install acceptable containment barriers and notify the City Representative.

- LL. Follow the safety standards for Tunnel work as specified in Cal/OSHA Title 8, Section 8400-8568 regulations. The Contractor is required to provide the necessary Emergency Rescue Team.
- MM. Alcoholic beverages, recreational drugs, and people under the influence of these substances are not permitted on the job site.
- NN. Weapons and firearms are strictly prohibited on the job site.
- OO. Heavy equipment operators are prohibited from using music radios/headsets, cellular phones, internet access devices, and other similar distracting objects/devices while occupying the cab of the equipment when the heavy equipment is idling or operating on the jobsite.
- PP. No cameras or video equipment are permitted on site except as necessary to document the progress of the Work, as may be allowed under the Site Security Guidelines or approved by the City Representative.
- QQ. Smoking is only allowed in designated project areas based on the City Representative's approval.
- RR. Horseplay and fighting is prohibited.
- SS. Protect floor openings by providing adequate barricades and secured covers. All covers must be painted with high visibility paint or shall be marked with the word "HOLE" or COVER" to provide warning of the hazard.
- TT. All project employees to include trade workers, vendors, and visitors must comply with the project's security and access program as outlined in the Contract Documents.
- UU. All liquid hazardous materials must be properly contained in accordance with the Contract Documents and environmental regulations.
- VV. Park in designated Contractor-parking areas. The driver of any motor vehicle on job site is responsible for its safe condition and use. The driver is required to have a valid driver's license and the vehicle must have a valid license plate. All job site traffic rules must be obeyed.

#### 4.0 STAFF ORGANIZATION

#### 5.0 CONTROLLED SUBSTANCE ABUSE AND ALCOHOL

- A. The City, Contractors, and the Unions are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees are not permitted to perform their duties while under the influence of drugs or alcohol. Accordingly, the Contractor agrees to comply with the Substance Abuse Policy as described above and will submit a Contractor's Substance Abuse Policy to the City Representative.
- B. Contractor agrees to apply the policy and to ensure compliance with the Project's Drug and Alcohol free environment.

#### 6.0 TRAINING

- A. Contractor must comply with all applicable Cal/OSHA training requirements.

- B. Prior to working on the Site, Contractor's Superintendents must have completed a 30-hour OSHA Construction Safety training session and must submit documentation of such training to City Representative.

7.0 Crane operators shall meet the Cal/OSHA requirements for certification. Proof of current certification shall be provided to the City Representative prior to commencement of crane activities on the job site MEETINGS

- A. The Contractor (at a minimum) shall conduct "toolbox" safety meetings per Cal/OSHA standards. The meeting must be documented using the Safety Meeting Attendance sheet and submitted to the City Representative.
- B. The Contractor's Project Manager, Superintendent(s), and SSR shall attend City Representative meetings as required to review project Immediately Dangerous to Life and Health (IDLH), stop work activities, incidents, and incident investigations.
  - 1. .

8.0 INSPECTIONS

9.0 INCIDENT REPORTING AND INVESTIGATION

- A. Contractor employees involved in or witnessing an Incident must immediately report it to the responsible supervisor or foreman, who in turn immediately notifies the City Representative. This notification shall be by phone initially and then followed-up by an email.
- B. Contractor will allow City Representatives to participate and review all project incident or near-miss investigations.
- C. Contractor employees involved in or witnessing a Near-Miss Incident must report it to the responsible supervisor or foreman in a reasonable time frame, not to exceed 24 hours, who in turn immediately notifies the City Representative.
- D. No supervisor may decline to accept or relay a report of injury or significant near-miss incident from a subordinate.
- E. All incidents and significant Near-Miss Incidents are investigated immediately by the Contractor's individual or team with training in accident investigation and root cause analysis.
- F. Contractors must investigate incidents and submit an initial investigation report to the City Representative using a Contractor Incident Investigation Report within 24 hours of learning about the incident. Final Report to be submitted to City Representative within 48 hours of incident.
- G. A final Root Cause Analysis and corrective actions report for the incident will be conducted by the Contractor and submitted to City Representative within 10 working days.
- H. Contractors must investigate near-miss incidents and submit an investigation report to the City Representative using a Contractor Incident Investigation Report within 24 hours of learning about the near-miss incident.

10.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Contractor shall define task specific PPE requirements for all personnel in compliance with applicable laws, rules, and regulations.

- B. PPE shall be worn at all times on the Site, including travel within the Site when starting or ending shifts. Minimum requirements include:
  - 1. .
  - 2. Appropriate eye and face protection that complies with ANSI Z87 shall be worn at all times.
  - 3. Safety glasses with side shields are required as minimum.
  - 4. Sensible and safe work clothing/shoes must be worn.
  - 5. No canvas /leather sneakers or sandals will be worn.
  - 6. Appropriate hearing protection shall be worn in work areas where levels exceed established standards.
  - 7. Suitable gloves must be worn to protect the hands from injury as appropriate.
  - 8. High visibility warning vests or other suitable garments marked with or made of reflection or high-visibility material must be worn at all times on the project.
- C. The Contractor's SSR shall establish appropriate levels of protection for each work task.
- D. If respiratory protection is utilized, the Contractor will have a Respiratory Protection Program in compliance with Cal/OSHA requirements. The Contractor will also provide the following to the City Representative prior to beginning work utilizing respiratory protections:
  - 1. Copies of the Respiratory Program
  - 2. Respirator training records
  - 3. Fit-testing and medical approval documentation
  - 4. Annual documentation for training, fit testing, and medical evaluations
- E. All respiratory equipment will be provided to the employees by the Contractor and properly inspected and maintained by the employees per Cal/OSHA regulations.
- F. Where "Hot Work" is involved, a Hot Work permit must be submitted to the City Representative prior to work. Protective clothing that provides thermal protection shall be required.
- G. Safety harnesses must be worn per manufacturers and OSHA requirements in manlifts.
- H. Workers must wear a safety harness with their safety lanyard secured to a separate lifeline while working from swing scaffolds, boatswain's chairs, or other suspended work platforms where a fall hazard is present.
- I. Proper personal protective equipment must be worn for welding and burning. Welding screens must be used when welding operations have the ability to expose other employees or the general public.

## 11.0 EMERGENCY EQUIPMENT

- A. The Contractor shall provide the required emergency and first aid equipment to be utilized for the project. The following items, at a minimum, shall be maintained on-site and available for immediate use:
  - 1. First aid equipment and supplies approved by a physician, including first aid kits and eyewash station.
  - 2. Spill control materials and equipment, including multi-purpose absorbent materials, poly bags, brooms and shovels and drums.
  - 3. Fire extinguishers with a minimum rating of 2A-10B:C and as required by OSHA regulations for scope of work.
  - 4. Emergency rescue equipment (if applicable), including SCBA and tripod/extraction equipment for confined space rescue or tunnel rescue;

backboard/basket for transport of injured personnel, air horns/bull horns for emergency signaling and communications.

5. All site Contractor safety personnel, project managers, and key line supervisors will be equipped with two-way radios for emergency communications.
6. All boats and vessels (if applicable) used on the project shall comply with the U.S. Coast Guard regulations and carry all Coast Guard–required safety equipment, including adequate personal flotation devices and signaling devices.

## 12.0 LOGS, REPORTS AND RECORDKEEPING

- A. Contractor shall maintain Project safety audits, equipment safety inspection logs, incident reports, and all reports covering the implementation of Contractor HASP on the project site for review upon request by the City Representative.
- B. Contractor shall submit Monthly project safety statistical report to City Representative that includes hours worked by Contractor, OSHA Recordable Incidents, Incident Rates, Lost Work Day Cases, Total Project Lost Work Days, and Days Away from Work Rate, First Aid Cases, and Property Damage Incidents.
- C. Contractor shall submit Weekly Safety Inspection Reports to the City Representative which includes corrective actions.
- D. Contractor shall allow City Representatives access to all Contractor operations and records. The City's review of Contractor's logs and records documenting safety performance shall not be construed as approval of the adequacy of any safety measures taken in, on or near the construction site, nor shall it relieve the Contractor of its responsibilities of performing and enforcing health and safety inspections/audits, monitoring or any other components of the project safety requirements and site-specific Contractor HASP.

## 13.0 REMEDIAL ACTION

- A. The City Representative will issue a notice of non-compliance to ensure that observed immediately dangerous to life and health situation(s) and repeated failure to comply with health and safety requirements violations are corrected by the Contractor in a timely manner. The notice will document non-compliance and requires an immediate action to remedy and correct the non-compliance with a written response from Contractor's Project Manager within 24 hours of receipt of this notice.
- B. If Contractor repeatedly fails to comply with applicable health and safety laws, rules, regulations, and orders, the City reserves the authority to have the necessary work performed by others and deduct corresponding costs from Contractor's progress payment(s), suspend progress payments, and terminate the contract for cause.

The Contractor's non-compliance with applicable health and safety laws, rules, regulations, orders and contract safety requirements shall be considered failure by the Contractor to perform a provision of the Contract, and may be cause for the suspension of the Work and/or the discharge from the Work of an employee, Subcontractor or Supplier as set forth in the General Conditions. The Contractor will be responsible for all costs for stoppage of work and/or replacement of employee(s).

END OF SECTION











## SECTION 00 73 63

## SECURITY REQUIREMENTS

## 1.01 DESCRIPTION

## A. Responsibilities include:

1. Contractor shall comply with the SFPUC's protocol for personnel identification, site access control, and contractor deliveries.

## B. Related Sections:

1. Section 01 14 13 Access to Site

## 1.02 SUBMITTALS

## A. Contractor to provide daily sign-in log to the City Representative at the end of the workday identifying all workers and visitors with all forms of badges as specified in Article 1.03B. Log shall include the following information:

- individual's full name
- company name
- responsibilities
- company phone number

## B. Submit to the City Representative the Key Control Plan per Article 1.05C.

## C. Submit to the City Representative no less than 10 business days before the commencement of Work, completed Photo ID/Access Card Request Forms (Appendix A) for all personnel who will work at the site.

## D. Submit name and cell phone contact number of individual(s) designated as the Site Security Monitor(s) to the City Representative.

## E. A monthly report detailing any and all lost or missing badges shall be forwarded to the City Representative.

## 1.03 PERSONNEL IDENTIFICATION AND BADGING

## A. Contractor's personnel and all others directly associated with the Work will be issued individual SFPUC Photo-Identification Badges that will be valid either for the duration of the project(s), or for a maximum period of one year from the date of the Notice to Proceed. If project duration exceeds one year, the Contractor shall submit a written request to the City Representative for an extension of the validity of the badges.

Project badges will be issued by the SFPUC for use by Contractor's staff, subcontractor's staff, and all persons associated with the Work. There will be three

types of identification badges required: (a) Photo-Identification Badges with an orange colored background for personnel who will work at the site regularly; (b) Temporary Contractor Badges with a yellow colored background for those personnel awaiting their permanent Photo-Identification Badges, or those who will only work at the site on an infrequent basis or for less than a total of 10 days, and (c) Visitor Badges with a white background and black lettering for those personnel who will be at the site for the day only.

The Contractor shall provide Proof of Identification (e.g., copy of driver's license), an electronic photograph in jpeg format, and a completed Photo ID/Access Card Request Form (shown in Appendix A and available here:

<https://sfpuc.sharefile.com/d-s5292a7a93df4bb68>) to the City Representative for each individual prior to issuance of a Photo-Identification Badge. The jpeg photograph must be in color and conform to the following parameters: full-face frontal view from the top of the sternum to several inches above the top of the head taken from a range of 3 feet to 4 feet from subject, with an orange-colored background, clear and in focus, with a minimum resolution of 640 by 480 pixels. The Contractor may provide a jpg file conforming to the requirements above, or shall make arrangements with the City Representative to have personnel photographs, including photographs of the Subcontractors, taken at the SFPUC Department of Human Resources at 525 Golden Gate Avenue, 3<sup>rd</sup> Floor, San Francisco, CA 94102. The Contractor should not proceed to the SFPUC Department of Human Resources without making prior arrangements through the City Representative. The Contractor shall repeat this procedure on an as-needed basis when additional Photo-Identification Badges are required.

- B. Contractor shall keep a written record of the name, employer, and work telephone number of each person issued a Photo-Identification Badge or a Temporary Contractor Badge. Lost or missing badges shall be reported within 24 hours to the City Representative and Site Security Monitor. A Temporary Contractor Badge will be issued by the Contractor until a replacement Photo-Identification Badge or Temporary Contractor Badge is obtained from the SFPUC. A monthly report detailing any and all lost or missing badges shall be forwarded to the City Representative, who will then forward it to the SFPUC Director of Homeland Security. Upon receipt of the report documenting a lost or missing badge, the SFPUC will replace that badge within 10 business days.
- C. All project Photo-Identification Badges and Temporary Contractor Badges shall be surrendered to the City Representative no later than at the completion of the Contract unless Contractor is actively working on another SFPUC project. The Contractor will identify which badges have not been surrendered and provide documentation that the Contractor is working on another SFPUC project. Failure to return or properly account for badges will delay Final Payment. The Site Security Monitor shall immediately surrender to the City Representative the badges of any Contractor's employees that are reassigned to other non-SFPUC sites or terminated during the construction. The Site Security Monitor shall be responsible for collecting and returning badges on a continuing basis when they are no longer required.

- D. The SFPUC will also issue twenty Temporary Contractor Badges to the Contractor for Contractor's temporary workers, delivery personnel, and other temporary workers. Upon verification by the Contractor's Site Security Monitor, and compliance with Article 1.03 of this Section, a Temporary Contractor Badge or Visitor Badge will be issued to the temporary worker. The Contractor shall supply the Visitor Badges unless otherwise noted in the Specifications. If additional Temporary Contractor Badges are needed, the Contractor shall submit a request in writing to the City Representative for approval.
- E. All personnel associated with the Work shall be required to wear a Photo-Identification Badge, Temporary Contractor Badge, or Visitor Badge as described in Article 1.03B of this Section at all times while working at the site. All forms of identification badges shall be attached above the waist on outer garments and shall be visible at all times. Any Contractor employee or worker who does not display a Photo-Identification Badge, Temporary Contractor Badge, or Visitor Badge while on site shall be required to leave the site or will be denied access until such time as they have an approved badge.
- F. Upon request, badges shall be shown to SFPUC's staff or Security Officers. Persons without badges shall be required to immediately leave the site unless the Contractor's Site Security Monitor can verify that the person is required on site. Upon verification by the Site Security Monitor and compliance with Article 1.03 of this Section, a Temporary Contractor Badge (or a Visitor Badge) will be issued as provided for in Article 1.03 of Specification Section 01 14 13.
- G. If emergency site access (for emergency access as determined by the Contractor and approved by the City Representative) is needed, the Contractor's Site Security Monitor shall verify the identity of the visitor to the City Representative. After sign-in with the Site Security Monitor, the visitor will be issued a Visitor Badge as provided for in Article 1.03 of Specification Section 01 14 13. The visitor shall return his/her badge to the designated location as identified in Article 1.03 of Specification Section 01 14 13 by the end of the day.
- H. Contractor and all other people associated with the Work that enter the site are required to possess and carry a Photo-Identification Badge, Temporary Contractor Badge, or Visitor Badge in addition to a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), valid and current Passport, or current driver's license or photo-identification card issued by another state. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.

#### 1.04 BACKGROUND CHECKS

- A. Upon the request of the SFPUC and at no additional cost to the SFPUC, the Contractor shall provide such information as necessary and as allowed by law for a Department of Justice (DOJ) background check on any person that enters the site. The SFPUC shall bear the costs of conducting a DOJ background check.

### 1.05 SITE ACCESS CONTROL

- A. At the end of each workday, any gates, hatches, doors, windows, manways, and exterior ladders, etc., shall be secured, closed, and locked. Any alarmed system, which is activated or disabled during the workday, shall be tested through to the alarm monitoring station for proper actuation.
- B. At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain Key Control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids.
- C. The Contractor shall prepare a Key Control Plan outlining the lock system to be used along with the list of personnel who will be issued keys and are authorized to use said keys. Upon loss of critical keys, the Contractor shall replace all corresponding locks and re-issue keys to prevent unauthorized access.
- D. Unless otherwise indicated on the Drawings, existing fences and gates at the site shall remain intact and in use throughout construction. The existing perimeter security of the site shall be maintained at all times. Fences and gates that are breached due to construction (e.g., construction of a utility crossing under a fence) shall be restored by the end of working hours each day. The SFPUC reserves the right to request additional fencing around any areas of the construction site. Additional fencing shall be paid for as extra work. Fencing or gates installed by the Contractor that are breached and/or damaged shall be immediately restored/replaced at Contractor's expense.
- E. Contractor-requested modifications to existing fences and gates are subject to City Representative's approval. Additional fencing or modifications requested by the Contractor shall be at Contractor's expense.
- F. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g., driver's license). All Contractor's trucks and drivers are subject to the same search requirements as described in Article 1.06.

### 1.06 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles and packages are subject to search by SFPUC security personnel or by SFPUC staff.
- B. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on SFPUC property may be searched for items that may pose a threat to the facility or to personnel.

### 1.07 PHOTO CONTROL

- A. Contractor and its subcontractors shall restrict photographs, video, film, or any other images or image formats to the Limit of Work, unless otherwise required in the Specifications. The Contractor and its subcontractors shall seek the prior written approval of the City Representative before taking any photographs, video, film, or



any other images or image formats and shall specifically identify the intended object(s) being captured.

- B. Photographs, video, film, negatives, backup copies, archived copies, any electronic hardcopies and electronic or digital files, and any other images or image formats of the project are considered confidential, protected information. The Contractor and its subcontractors agree to hold the above-described confidential, protected information in trust and confidence and agree that it shall be used only for documenting the work performed and shall not be used for any other purpose or be disclosed in any form to any person, entity, or third party without the prior written approval of the SFPUC.
- C. The Contractor shall provide to the City Representative at project completion a detailed list of photographs, video, film, negatives, backup copies, archived copies, any electronic hardcopies and electronic or digital files, and any other images or image formats of the project to be retained by the Contractor and its subcontractors.
- D. The SFPUC reserves the right to disallow photography at any site, of any SFPUC facilities, equipment, or processes which are deemed to be sensitive in nature.

#### 1.08 PRODUCTIVITY LOSS AND COST DUE TO SECURITY REQUIREMENTS

- A. Time lost and/or costs incurred due to compliance with SFPUC security measures (e.g., deliveries or personnel held at the gate without badges or identification, refusal of package deliveries, etc.) shall be deemed an inexcusable delay, and will not be reimbursed for any delay costs. Contractor shall allow additional time to accommodate site security measures.
- B. Failure to comply with these security measures may lead to suspension or termination of the Contract, in accordance with Article 14 of Section 00 72 00 (General Conditions).

#### 1.09 PAYMENT

- A. Full compensation for any and all costs, including labor, equipment, and materials, required to comply with site security requirements as specified in these Specifications shall be incidental to the price bid for the Contract.

END OF SECTION





# San Francisco Public Utilities Commission

## Request for Photo Identification Credential

### Non-SFPUC Employees

NAME

ORGANIZATION

DIVISION

WORK LOCATION

**SFPUC credentials will only be issued during an appointment.** To make an appointment, please email [BadgeRequest@sfgwater.org](mailto:BadgeRequest@sfgwater.org). All appointments will be at 525 Golden Gate Avenue, 10th Floor.

**Date of Credential Request**

**Reason for Credential Request**

- New SFPUC Consultant
- Other CCSF Department
- CCSF Vendor
- Lost or Stolen Badge (notify Security immediately)
- Other

**Details of Work to be Performed:**

Company/Firm  Contract or Task Order Number

Project Manager  Contract End Date

Description of Work

**By submitting this form, I acknowledge that I will receive an SFPUC Identification Credential and I agree that this badge remains the property of the SFPUC. I hereby agree that it will be returned to the SFPUC upon separation of employment.**

Badge Requestor Name  Signature

SFPUC Contract Manager Name  Signature

For Office Use Only

**Security Approval:**

Badge Number:  Date Badged:



SECTION 00 73 73

STATUTORY AND OTHER REQUIREMENTS

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## ARTICLE 1 – GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided in Articles 2 and 3, below, are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

## ARTICLE 2 – REQUIREMENTS FOR ALL CITY-ADMINISTERED CONTRACTS

### 2.01 CONFLICT OF INTEREST

By executing the Agreement (Section 00 52 00), the Contractor agrees to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The Contractor will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the Contractor might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the Contractor that the City has deemed the Contractor to be the lowest, responsible, and responsive bidder. The term "entity" includes any parent, subsidiary or other related business of the Contractor.

#### A. Obligations

It is the obligation of the Contractor as well as its Subcontractors and Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subconsultants, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any

knowledge of the SFPUC. The database of our records concerning work performed by various subconsultants or subcontractors is available for reference to Contractors making their own determination of potential conflicts. Contractors have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Contractors; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Contractor's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

B. Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Contractor should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in "making the contract" for the work. For these purposes "participating in making" has the same meaning as under Government Code Section 1090.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflicts would likely exist in participation in the design, construction management, and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
  - a. **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
  - b. **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project

for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.

6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any entity participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the SFPUC requires a Contractor to rely on in the preparation of their bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used, e.g. design-build or construction manager/general contractor, the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if an entity were in a position to review its own work.
11. **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

C. Consultation with Counsel

The SFPUC strongly advises any proposing/bidding firm to consult with its legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The SFPUC will not advise Contractors or consultants on conflict of interest matters.

2.02 MACBRIDE PRINCIPLES - NORTHERN IRELAND

The provisions of Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges



companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride

#### 2.03 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

In performing the Work, Contractor shall comply with Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

#### 2.04 LIMITATIONS ON CONTRIBUTIONS

By executing the Agreement Form (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

#### 2.05 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, CONTRACTOR may have access to City's proprietary or confidential information, the disclosure of which to third parties

may damage City. If City discloses proprietary or confidential information to CONTRACTOR, such information must be held by CONTRACTOR in confidence and used only in performing the Agreement. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

## 2.06 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:

- A. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
- B. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
- C. Contractor shall include the provisions of this Section in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

## 2.07 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood, or virgin redwood wood product.

2.08 Reserved

2.09 Reserved

## 2.10 CHAPTER 12X CERTIFICATION REQUIREMENTS REGARDING STATES WITH ANTI- LGBT LAWS

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Bidders are hereby advised that Bidders, which have their United States headquarters in a state on the Covered State List, as

that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City.

A list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>. Bidders are advised to regularly check the City Administrator's website for updates.

## 2.11 SUNSHINE ORDINANCE

Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

## 2.12 SUBMITTING FALSE CLAIMS; REMEDIES

Pursuant to Article V of Chapter 6 of the Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

## 2.13 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth

in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Paragraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a

conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

## 2.14 DRONES

- A. Contractor shall comply with the SFPUC Drone policy, which includes but not limited to applying for approval from the SFPUC Emergency Planning and Security and/or San Francisco Department of Technology's Committee on Information and Technology ("COIT") through the City Representative before operating and/or entering into a contract with a third party to operate drones. The term "drone" means an unmanned aircraft flown by a pilot via a ground control system or flown autonomously or flown semi-autonomously through use of communication links, an on-board computer, and/or other equipment. The SFPUC Drone Policy and Certification page are available at: <https://sfpuc.sharefile.com/d-scd834b4f709449e9> and <https://sfpuc.sharefile.com/d-sa122718c10b49f98>.
1. The authorized use of drones is limited to SFPUC lands, rights of way, and facilities (collectively, "SFPUC Property"). There are only three authorized uses under the policy:
    - a. Construction Management: Examples include inspection of project sites for contract and environmental compliance
    - b. Environmental Monitoring and Documentation: Examples include monitoring of vegetation type and health, wildlife, and streams and reservoirs
    - c. Inspections: Examples include conducting surveys and assessments of SFPUC properties and assets
- B. Contractor's use of drones outside the SFPUC Property will require additional approval from the appropriate authority, City Department, and/or San Francisco's Committee on Information and Technology ("COIT"). Refer to the City and County of San Francisco's Citywide Employee Drone Policy: <https://sfpuc.sharefile.com/d-sa650ee1c0064806a>.

ARTICLE 3 – REQUIREMENTS FOR CONSTRUCTION WORK TAKING PLACE WITHIN  
THE 47 SQUARE MILES OF THE CITY AND COUNTY OF SAN FRANCISCO

3.01 SUMMARY

- A. NOT USED

ARTICLE 4– STATUTORY REQUIREMENTS FOR CONSTRUCTION WORK OUTSIDE  
OF THE CITY AND COUNTY OF SAN FRANCISCO

4.01 GENERAL

- A. Project Work conducted outside of the City and County of San Francisco shall be performed in accordance with all local statutes and ordinances applicable to the jurisdiction of the work.

END OF SECTION

SECTION 00 73 83/A

FORMAL PARTNERING FACILITATOR THREE-PARTY AGREEMENT

THIS AGREEMENT, dated for convenience as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is between the City and County of San Francisco (the "City"), acting by and through its San Francisco Public Utilities Commission (the "SFPUC"), \_\_\_\_\_ (the "Contractor"), and the following individual: \_\_\_\_\_ (the "Facilitator").

**Recitals**

- A.** The City, by and through its SFPUC, has awarded to the Contractor public work Contract No. WD-2846(E) (the "Contract") for the construction of a public work known as Water Enterprise Funds (the "Project").
- B.** Included as part of the Contract is Section 00 73 83, implementing a Formal Partnering Facilitation procedure for the Project (the "Formal Partnering Specification").
- C.** The Partnering Facilitator has been selected in conformance with the Formal Partnering Specification.

**Agreement**

NOW THEREFORE, the City, the Contractor, and the Facilitator hereby agree as follows:

- 1. Compliance with Specification.** The Facilitator agrees to be bound by the terms of the Formal Partnering Specification and to perform the required duties strictly as set forth in the Formal Partnering Specification. The Formal Partnering Specification is incorporated here by reference as if fully set forth.
- 2. Compensation.** The City and the Contractor agree that the Facilitator shall be compensated for his/her individual services as Facilitator at a billing rate of \$\_\_\_\_\_ per hour. Compensation shall be paid at the stated billing rate, applied to travel time and reasonable study/consultation time and time spent in Formal Partnering Workshops. Included in the billable rate shall be routine office expenses, such as secretarial, administrative, report preparation, telephone, computer, and internet connections.
- 3. Additional Compensation.** Not included in the billable rate, and considered additional compensation, shall be any travel expenses, outside reproduction costs, and postage costs. Travel expenses must be approved in writing by both the City and the Contractor prior to being incurred. Outside reproduction and postage expenses may be billed at cost.

**4. Invoices.** The Facilitator shall submit to the Contractor invoices for work completed (a) not more often than once per month; (b) based on the agreed billing rate and conditions and on the number of hours expended, together with direct, non-salary expenses including an itemized listing supported by copies of original bills, invoices, and expense accounts; and (c) accompanied by a description of activities performed daily during the invoice period.

**5. Confidentiality.** The Facilitator shall not divulge any information acquired during Formal Partnering activities without obtaining prior written approval from the City and the Contractor.

**6. Recordkeeping.** The Facilitator shall maintain cost records pertaining to this Agreement for inspection by the City or the Contractor for a period of three years following the end or termination of this Agreement.

**7. Assignment.** No party to this Agreement shall assign any duty established under this Agreement or the Formal Partnering Specification.

**8. Termination.** This Agreement may be terminated only by mutual agreement of the City and the Contractor at any time upon not less than 10 days written notice to the Facilitator. If the Facilitator resigns, is unable to serve or is terminated, he/she will be replaced within four weeks in the same manner as he/she was originally selected under the Formal Partnering Specification. This Agreement shall be amended to indicate the member replacement.

**9. Legal Relations.** The parties to this Agreement expressly acknowledge that the Facilitator, in the performance of his or her duties under this Agreement and the Formal Partnering Specification, is acting in the capacity of an independent agent and not as an employee of the City or the Contractor. The Facilitator shall not participate in any dispute proceedings relating to the Contract or the Project. The City and Contractor release the Facilitator from any and all liability, claims, demands, actions, and causes of action arising out of or resulting from partnering for the project. The release set forth above excludes any and all liability, claims, demands, actions, and causes of action arising out of or resulting from fraud or willful misconduct by the Facilitator.

**10. Jurisdiction and Venue.** Disputes among the City, the Contractor, and the Facilitator arising out of this Agreement shall be brought in the California Superior Court, County of San Francisco. The Agreement shall be interpreted in accordance with the laws of the State of California. The Facilitator hereby consents to the personal jurisdiction of the California Superior Court, County of San Francisco.

CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC UTILITIES  
COMMISSION

[**CONTRACTOR**]

By: \_\_\_\_\_  
—  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



FACILITATOR

By: \_\_\_\_\_

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

END OF SECTION



