# SAN FRANCISCO PUBLIC UTILITIES COMMISSION INFRASTRUCTURE CONSTRUCTION MANAGEMENT PROCEDURES

SECTION: SFPUC INFRASTRUCTURE **APPROVED CONSTRUCTION MANAGEMENT** DATE: 1/21/21 **PROCEDURE NO: 050** TITLE: CONSTRUCTION MANAGER GENERAL 2

**REVISION: CONTRACTOR (CMGC) BID PACKAGE** 

**PROCUREMENT** 

#### 1.0 Policy

The selected Construction Manager/General Contractor (CM/GC) will manage the Bid Package Procurement Services from development to award and execution. However, as always, check the specific contract procedures for the Project in case of deviations from this process.

#### 2.0 **Description**

This SFPUC Infrastructure CM Procedure specifies the process by which the selected Construction Manager/General Contractor (CM/GC) will manage the Bid Package Procurement Services from development to award and execution.

#### 3.0 **Definitions**

#### 3.1 Bidder

A prospective subcontractor who submits a bid on a Bid Package.

#### 3.2 **Bid Package**

A division of the scope of work developed from the 100% design documents that may include one or more trades and is all or part of a defined feature of work. Bid Packages shall be assembled to ensure the efficient and cost competitive execution of Work.

3.2.1 Trade Package: Package of documents, specifications, and drawings that describe a discrete scope of work.

3.2.2 Major Equipment Package: Package of documents, specifications, and drawings for procurement purposes of a defined major equipment purchase, which the City requires the Contractor to purchase as Contractor-furnished equipment.

#### 3.3 <u>Bid Package Cost Estimate</u>

A construction cost estimate for a scope of work that has been developed from the 100% design documents which make up the Bid Package. The Bid Package Cost Estimate is developed from the 95% design Triangulated Cost Estimate and updated with a written text narrative and detailed cost information to include any changes in the design that occurred between 95% design and 100% design. For Bid Packages that are to be competitively bid or directly negotiated, the CM/GC will prepare the Bid Package Cost Estimate. For Bid Packages that the CM/GC plans to self-perform, the Bid Package Cost Estimate will be developed by either the Design Team or the Independent Cost Estimator (ICE).

#### 3.4 Bid Package Plan

Subject to approval by the SFPUC, the CM/GC develops this plan, which identifies distinct Bid Packages. It also identifies which portions of work: 1) the CM/GC plans to self-perform; 2) the Core Trade Subcontractors will perform, if any; 3) the CM/GC will complete through competitive bidding; and 4) the CM/GC will directly negotiate comprising the 7.5% of the Contract. The SFPUC indicates which proposed self-performed Bid Package(s) that the CM/GC must bid against other pre-qualified bidders, and which proposed self-performed Bid Package(s) the CM/GC is permitted to supply a fair and reasonable quote to be verified using an independent estimate.

#### 3.5 Confidential Engineer's Estimate

An approximate cost to perform the work provided by the SFPUC to be compared with the CM/GC's bid when a bid package is designated to be self-performed. The estimating team may be comprised of either the design or construction management staff.

#### 3.6 Construction Manager (CM)

The CM oversees the Construction Phase of a CM/GC Contract for the SFPUC. The CM may supervise or be the Resident Engineer (RE). This role is different than the CM/GC, which is reserved for the General Contractor performing construction management duties during the Pre-Construction Phase and during the Construction Phase.

#### 3.7 Construction Manager/General Contractor (CM/GC) Project Delivery

CM/GC is an approach to the procurement of construction services in which a construction manager/general contractor is retained during the design process to review and provide comments as to the constructability of the design and construction services during the Construction Phase of the project. Early engagement of the contractor in the Pre-Construction Phase allows for increased flexibility in project delivery because the CM/GC provides value engineering, constructability reviews, and input on construction planning, cost estimating, scheduling and sequencing from the contractor's perspective. During the Construction Phase, the CM/GC pre-qualifies and recommends trade subcontractors for award of Bid Packages, and coordinates, manages, and oversees construction to deliver the project through final completion.

#### 3.8 Core Trade Subcontractor

A Subcontractor identified at time of CM/GC solicitation or selected during the pre-construction phase to provide Pre-Construction services, design-assist, value engineering, or design-build services as appropriate for the project.

#### 3.9 Construction Monitoring Division (CMD)

The City agency, which certifies firms as Local Business Enterprises (LBEs) as required by Administrative Code Chapter 14B and ensures compliance with 14B requirements.

#### 3.10 <u>Design Team</u>

The team of professional engineers and/or architects responsible for collaborating to produce a complete design for a facility, structure or building. The Design Team roles and responsibilities are more completely defined in the San Francisco Public Utilities Commission Infrastructure Division Manual – Project Design. Included in this team are the:

- Project Engineer (PE): The PE is the overall technical leader and manager of technical engineering activities for a project.
- Design Engineer (DE): The DE is the technical designer for a specific technical discipline on the project.
- Lead Cost Estimator: The Cost Estimator is responsible for providing the Design Team's approximate cost to construct at various design milestones. For CM/GC contracts the Lead Cost Estimator will participate in the triangulation of the construction costs at the 35%, 65% and 95% design milestones. Prior to preparation of the estimate the project scope shall be identified in a consistent and clear format or Basis of Estimate.

#### 3.11 <u>Direct Negotiation</u>

CONTRACTOR, with the approval of SFPUC, may negotiate subcontracts for trade work not exceeding seven and one-half percent (7.5%) of the total estimated construction costs.

#### 3.12 **General Requirements**

Additional work that the General Contractor would perform to support the work in a trade bid package. Examples include traffic control, survey, geotechnical monitoring, hoisting and crane support, scaffolding, providing and installing safety protections such as handrails and safety/debris nets. Also referred to as Negotiated Support Services.

### 3.13 Independent Cost Estimator (ICE)

If required by contract, CMB manages and directs the ICE to provide the third party estimate in the Triangulated Cost Estimate process. An independent estimate may also be provided by the Design Team.

#### 3.14 LBE

Local Business Enterprises (LBEs) are contractors or vendors certified by CMD to meet the requirements of Administrative Code Chapter 14B. Refer to <a href="http://sfgov.org/cmd">http://sfgov.org/cmd</a> for a list of vendors who have already been certified as LBE firms by the City.

#### 3.15 Negotiated Support Services

See General Requirements.

#### 3.16 **Project Team**

The Project Team consists of the Project Manager (PM), the Project Engineer (PE), and the Construction Manager (CM) or Resident Engineer (RE).

#### 3.17 <u>Self-perform</u>

Bid Package work, which the CM/GC elects to perform using their own workforce, subject to approval and contract limitations.

#### 3.18 Triangulated Cost Estimate

A cost estimate that has been reconciled among three separate parties: The Design Team, CM/GC, and ICE.

#### 3.19 Work Release Request (WRR)

A memorandum from the CM/GC to the City Representative that authorizes specific Work to be performed, such as for Bid Packages, subject to approval by the CMB Manager. The Work of a Bid Package may not proceed unless a WRR is fully executed. The City's approval of a Work Release Request (WRR) is based on the bid package cost estimate. Refer to Attachment 2 for a sample of the WRR, along with the requirements for backup documentation.

Refer to <u>Definitions List (eDOCS DM #488573)</u> and the specific CM/GC contract for other Definitions and Responsibilities.

#### 4.0 Responsibilities

- **4.1** The PM participates in schedule reviews, cost estimating reviews, value engineering exercises, Triangulation exercises, Bid Package development and submittal, pre-bid meetings, Bid Opening, and certification of funds.
  - 4.1.1 CM leads the coordination with CAB, CMD, OEWD, and OLSE to be present at Pre-Bid Meetings.
  - 4.1.2 PM leads the coordination and communications efforts with external stakeholders and other utilities.
- 4.2 The PE is responsible for the administration and the technical leadership of the CM/GC contract in the Pre-Construction Phase. The PE establishes the scope of each CM/GC task order, leads the project team including members from PMB, CAB, and CMB to coordinate and review deliverables such as the Bid Package Plan, coordinates progress between the Design Team and CM/GC, leads cost estimating efforts provided by the Design Team, CM/GC and the ICE, and coordinates with the PM to review and approve all invoices during the Pre-Construction Phase.
  - 4.2.1 PE leads the review of the Bid Package Plan, participates in pre-bid meetings, provides the 100% design package, the addendums (if any), and leads the review of the Triangulated Construction Cost Estimate.
  - 4.2.2 PM coordinates and presents the final triangulated Construction Cost Estimate to Sr. Management to seek approval to proceed with the preparation of the Bid Packages.
- 4.3 The Construction Manager (CM) or Resident Engineer (RE), depending on the size of the project, will be responsible for administration of the CM/GC contract during Construction and Contract Close-out Phases, advises PE on the Construction Schedule, construction cost estimates, triangulation exercises, constructability review and the Bid Package Plan, reviews, recommends and

forwards the WRRs to the Construction Management Bureau (CMB) Manager for approval.

- 4.3.1 The CM reviews the Pre-Qualification Package developed by the CM/GC.
- 4.3.2 The CM monitors the agreed upon Bid Package selection processes and the agreed upon Bid Package Plan to ensure a fair and equal process for the contracting community.
- 4.3.3 CMB conducts the procurement of Bid Packages where the CM/GC chooses to self-perform.
- 4.3.4 The CM retains documentation of Bid Package outreach, required good faith outreach and Bid Package LBE and DBE participation, if applicable.
- 4.4 The CMB Manager signs the Notice-To-Proceed (NTP) letter to CM/GC to initiate the Construction Phase. Upon receipt of the recommendation from the CM, the CMB Manager reviews and, if in agreement, approves WRRs.

#### 5.0 <u>Implementation</u>

- **5.1** Preparation of Bid Package Plan and LBE Requirements
  - 5.1.1 The CM/GC prepares the Bid Package Plan at certain design milestones as specified in the Contract. If there are multiple Scopes of Work, the CM/GC prepares the Bid Package Plan for each Scope for submittal to the PE, and approval by the Project Team as a pre-construction deliverable to meet the contract requirements. If there is only one Scope of Work, then only one plan is necessary.
  - 5.1.2 The procurement workflow will depend on whether the Bid Package is competitively bid or directly awarded.
- **5.2** SFPUC/CMD Review and Approval of Bid Package Plan
  - 5.2.1 The Project Team meets internally with CMD to review the Bid Package Plan submitted by the CM/GC. Following the internal meeting, the same group meets with the CM/GC to discuss comments and the bid items for each Bid Package. Subject to the comments being addressed by the CM/GC, the Project Team ultimately approves the Bid Package Plan.
- 5.3 Preparation of Pre-Qualification Package: The CM/GC is solely responsible for developing the prequalification requirements for potential Bidders for each Bid Package, subject to SFPUC approval.

- 5.4 Delivery of 100% Design Documents to CM/GC: The PE provides the 100% design documents, including reference documents, to the CM/GC.
- **5.5** CM/GC Bid Package Advertisement
  - 5.5.1 The CM/GC prepares the bid package advertisement notice for the Project Team review, which notice can be distributed via email.
  - 5.5.2 The CM/GC advertises the Bid Packages via its own website portal to potential Bidders and with a link on SFPUC/City websites. The CM/GC includes the Project Team and CAB on the portal notifications.
- **5.6** Bid Package Pre-Bid Meeting / Site Walk
  - 5.6.1 The CM/GC creates the agenda and conducts the pre-bid meeting by providing an overview of the scope of the Bid Packages and the contracting requirements. The Project Team, CAB, CMD, OLSE, and OEWD also attend the pre-bid meeting. CAB, CMD, OEWD, and OLSE present contract requirements.
  - 5.6.2 A site walk is conducted by the CM/GC to familiarize prospective Bidders with the location and logistics of the work.
- **5.7** Bid Package Addendum
  - 5.7.1 Questions raised during the pre-bid meeting, site walk, or during the bidding period, are limited to a period as defined in the bid advertisement and are answered and documented via the RFI process from the CM/GC to the PE. An addendum to the Bid Package is issued by PE to the CM/GC, as needed, and the CM/GC may revise the bid forms, if required.
- **5.8** Bid Package Bid Preparation: Bidders must provide their bids within the timeframe listed in the bid advertisement, using the bid forms, created by the CM/GC.
- **5.9** Bid Opening
  - 5.9.1 The CM/GC conducts the bid opening at their facility. The City Representative and a representative from CAB must be present at the bid opening. The CM/GC may then proceed with its detailed review and analysis of the bids.
- 5.10 CM/GC Review
  - 5.10.1 The CM/GC shall evaluate the Trade Subcontractor bids and may request clarifications from Bidders to confirm that all such bids are for equivalent scopes of Work. The CM/GC reviews the bids for

pricing and scope to verify that the bids are inclusive of the contract requirements. The CM/GC compares the bid proposals and, in the event, that Bidders exclude work in the scope adjusts estimates to cover the excluded work.

#### **5.11** CM/GC Bidder Recommendation and LBE Requirements

- 5.11.1 The CM/GC presents and recommends, with the proper justification, the lowest equivalent, responsible and responsive Bidders to the Project Team. The CM/GC transmits Form 2A to CMD and notifies the selected Bidders.
- 5.11.2 The CM/GC provides Form 6A to CMD, and CMD does an informal review of the LBE proposals.
- 5.11.3 There is a five-day protest period. After the bid results are posted, by the CM/GC on their website, the bid protest period begins. The CM/GC resolves any and all protest by the Bidders.
- 5.11.4 Once any and all bid protests are resolved, CMD does a formal review of the selected Bidders' LBE proposals. If compliant, CMD issues an approval memo to the CM/GC.

#### **5.12** Bid Value and Bid Package Cost Estimate Comparison

- 5.12.1 The Project Team reviews the overall Bid Package, including any justification submitted by the CM/GC to select a Bidder who was not the apparent lowest responsible Bidder, and the comparison with the Bid Package Cost Estimate prepared prior to the bidding process.
- 5.12.2 If the CM/GC is self-performing the Bid Package where the City requested a fair and reasonable price, the Confidential Engineer's Estimate, prepared by the Design Team or ICE, is used for review and comparison by the Project Team.
- 5.12.3 If the City rejects the Bid Package, the Project Team identifies the plan to move forward. Otherwise, the bid package is returned to the CM/GC to re-bid.
- 5.12.4 If the City approves the Bid Package, the Project Team conducts a bid concurrence meeting with the CM/GC, and the CM/GC then prepares and submits the WRR to the CM.

- **5.13** Work Release Request (WRR) Letter
  - 5.13.1 The CM/GC prepares and submits the WRR to the CM. A sample of the WRR Letter is provided as Attachment 2. The WRR Letter from the CM/GC must include:
    - 5.13.1.1 Bid Package Summary of Work; Recommendation to award, listing the Bid Package Cost Estimate, procurement type (competitive bid, direct negotiation, core trade, self-perform, sole source, etc.), number of bids received, winning bid, LBE proposal, DBE participation (if applicable), bid protests (if any), and any other pertinent information.
    - 5.13.1.2 Tabulation of bids received

      Itemization of winning bid and differences from the Bid Package Cost Estimate prepared prior to the bid, including validation that the bid is within the contract requirement limits.
    - 5.13.1.3 Supporting documentation of the bidder selection.
    - 5.13.1.4 CMD approval memo.
    - 5.13.1.5 If SRF/WIFIA Funded: Proof of DBE GFE compliance.
- **5.14** WRR Approval Procedure: If the CM recommends WRR for approval, the following applies.
  - 5.14.1 CM recommends the WRR via signature and forwards to the CMB Manager for approval signature.
  - 5.14.2 If approved, CM returns the signed WRR to the CM/GC as preliminary authorization to proceed to start the buyout and subcontracting process.
  - 5.14.3 CM forwards the approved WRR to CAB to appropriate and certify the required funds and assign the Purchase Order (PO) number.
  - 5.14.4 CAB provides the PO number to the CM.
  - 5.14.5 The CM incorporates the PO number into the final WRR and returns to the CM/GC.
  - 5.14.6 CM/GC issues the NTP to the awarded bid package Bidder.
- **5.15** Self-Performed Work by CM/GC Quote Validation
  - 5.15.1 With approval from the Project Team, the CM/GC is permitted to

- self-perform up to an agreed percentage of the cost of the Bid Package Work, as defined in the Contract. This percentage does not apply to pre-purchase equipment, General Conditions, and fees.
- 5.15.2 The CM/GC shall indicate the percentage and type(s) of work it will seek to self-perform in the Bid Package Plan and will describe the rationale, costs and qualifications for pursuing such self-performed work.
- 5.15.3 If approved, the PE shall issue a formal letter requiring the CM/GC to either bid against pre-qualified Bidders, or to submit a fair and reasonable price proposal for the Bid Package. The PE shall lead the discussion with members from PMB, CAB and CMB when considering authorization of the Work and when selecting the procurement method allowed. If the SFPUC requires the CM/GC to bid against other pre-qualified bidders, the City will prepare the cost estimate, and follow the procedures above for competitive procurement of Bid Packages. If the SFPUC allows the CM/GC to propose a fair and reasonable price, the following procedures apply and CAB will administer the process;
  - 5.15.3.1 The CM/GC staff for the self-perform package cannot be the same staff performing the work paid through the General Conditions or CM/GC Fees.
  - 5.15.3.2 The Design Team or the ICE will prepare the Confidential Engineer's Estimate. The CM/GC cost proposal shall not exceed the Bid Package Cost Estimate by the percentage allowed per Contract.
  - 5.15.3.3 If the CM/GC cost proposal exceeds the allowable percentage, the PE shall require the CM/GC to bid against pre-qualified Bidders and hold its bid for 90 days.
  - 5.15.3.4 The CM/GC will pre-qualify Trade Subcontractors and follow the competitive procurement requirements for Bid Packages. If Trade Subcontractors do not submit a bid lower than the CM/GC's proposal, CAB will consider authorizing the CM/GC to perform the Bid Package Work.
  - 5.15.3.5 If the CM/GC's price proposal is within the limits specified in the Agreement and the proposal satisfies all Contract requirements, the Project Team will approve the CM/GC cost proposal and recommend the CM/GC to prepare and submit the WRR to the CM. The CM will review the WRR for compliance and recommend the approval to the CMB Manager. Upon approval by the CMB Manager, the CM will forward to CAB for fund appropriation and assignment of PO. The RE will then

notify the CM/GC via the returned, approved WRR letter, and issue an NTP.

- **5.16** Bid Package Work by Core Trade Subcontractor Quote Validation
  - 5.16.1 At any time after receiving the NTP for Pre-Construction Services, the CM/GC may propose to the PE Core Trade Subcontractors for design-build, design-assist, value engineering, and other necessary Pre-Construction Services by pre-qualification and solicitation of competitive proposals. The selected Core Trade Subcontractors, if any, may be retained to provide construction services.
  - 5.16.2 With approval from the PE, the CM/GC will prepare Bid Package(s) for Core Trade Subcontractors.
  - 5.16.3 The Design Team or ICE will determine a Bid Cost Estimate.
  - 5.16.4 The Core Trade Subcontractor will provide a quote to the CM/GC to perform the bid package work.
  - 5.16.5 If its price proposal is within the limits specified in the Contract the SFPUC, at its sole discretion, will authorize CM/GC to award the bid package.
  - 5.16.6 Otherwise, the CM/GC will require the Core Trade Subcontractor to guarantee the quote for a period of time to issue a bid package pursuant to the requirements of the aforementioned Trade Subcontractor bid packages procured through competitive bidding.
  - 5.16.7 If Trade Subcontractors do not submit a bid lower than the Core Trade Subcontractor's bid, the CM/GC will recommend awarding the Core Subcontractor to perform the bid package work.
- **5.17** Bid Packages Procured by Direct Negotiation
  - 5.17.1 In accordance with the San Francisco Administrative Code Section 6.68(c)(3) the Project Team may authorize the CM/GC to negotiate subcontracts for trade work, as appropriate for the project, up to an amount not exceeding seven and one-half percent (7.5%) of the total estimated direct cost of construction.
  - 5.17.2 Identification of the Bid Packages for Direct Negotiation
    - 5.17.2.1 The CM/GC identifies which scopes are candidates for Direct Negotiation. Reasons that may qualify Direct Negotiations include: to increase LBE participation, in response to a limited number of qualified contractors, to address the general bidding environment, highly specialized work, or other criteria.

- 5.17.2.2 The Project Team shall review the proposed Direct Negotiation and the justification to negotiate. Upon concurrence the Project Team shall authorize the CM/GC to proceed with the plan,
- 5.17.2.3 CM/GC self-perform scope shall not be included;
- 5.17.2.4 Core Trade Subcontractor scope shall not be included;
- 5.17.2.5 Miscellaneous supplies and services less than \$10,000 shall not be included; and,
- 5.17.2.6 Miscellaneous supplies and services between \$10,000 and \$50,000 shall not be included in Direct Negotiation unless three competitive quotes are obtained.
- 5.17.2.7 The CM/GC shall identify the minimum qualifications associated with the Directly Negotiated bid packages.
- 4.17.2.8 The CMD Analyst sets the LBE requirements for the Direct Negotiated bid packages.
- 5.17.2.9 The CM/GC prepares Bid Package Cost Estimate prior to receiving bids for each Direct Negotiated trade subcontract the CM/GC prepares the Bid Package.
- 5.17.2.10 The CM/GC requests a formal bid to be submitted by the identified subcontractor(s).
- 5.17.2.11 The CM/GC reviews and recommends, with the required justification, the subcontractor price proposal.
- 5.18 Bid Packages Above the Contract Limits of the Bid Package Cost Estimate
  - 5.18.1 Typically, if a competitive bid results in only one responsive bid in excess of the contract limits of the budget estimate, the City requires that the CM/GC must re-bid, repackage or value engineer it pursuant to the contract requirements. However, the City has discretion about how to proceed in these situations.

- 5.18.2 If the CM/GC receives single or multiple responsive bids that exceed the contract limits of the budget estimate, and it believes that a re-bid of the package will not result in bids that are substantially lower than the bid(s) received, that re-packaging or value engineering the work is not in the best interest of the City, or in the case of Direct Negotiation the bid includes cost that are higher due to the need to lease equipment or higher bonding and insurance costs, the CM/GC may recommend subcontracting with the sole or low bidder.
- 5.18.3 Prior to engaging in negotiations for a subcontract with the sole or low bidder, the CM/GC must discuss the options with the City Representative to determine whether re-bidding is the preferred method of resolution. The City has the sole discretion to approve any recommendations under this procedure.
- 5.18.4 Upon making such a recommendation, the CM/GC must include the following information in its proposal:
  - 5.18.4.1 If any bids received were rejected, explain the grounds for rejection. If the responsiveness of a rejected bid could be easily cured, which might result in significantly lower bids, the City may require the CM/GC to re-bid the trade package.
  - 5.18.4.2 State how many bidders were pre-qualified. If the CM/GC was unable to pre-qualify three or more bidders, explain why further outreach and/or a change in qualification requirements would not result in more bids.
  - 5.18.4.3 Explain if any contractual requirement changes might result in significantly lower bids.
  - 5.18.4.4 If the CM/GC already has begun negotiations with the sole or low bidder to obtain the proposed award amount, explain the results of negotiation and any other relevant factors that contribute to the award value requested. For example, a bidder may have made an incorrect risk assumption which unnecessarily inflated the bid price. Any negotiated reduction in the bid price, however, must reflect the same scope of work as presented in the invitation for bids; any change in scope will require a rebid.
- 5.18.5 The CM will review the recommendation and may request additional information. If the CM agrees with the recommendation, it will forward to the CMB Manager for approval. The City approvals must be in writing. A subcontract awarded under this procedure will not count toward the directly negotiated subcontract maximum of the contract.

#### 6.0 Other Procedural Requirements

**6.1** PM 8.01 Construction Management/General Contractor (CM/GC) Selection Process

## 7.0 References

## 7.1 <u>Technical Specifications</u>

None

#### 7.2 <u>CM Procedures</u>

None

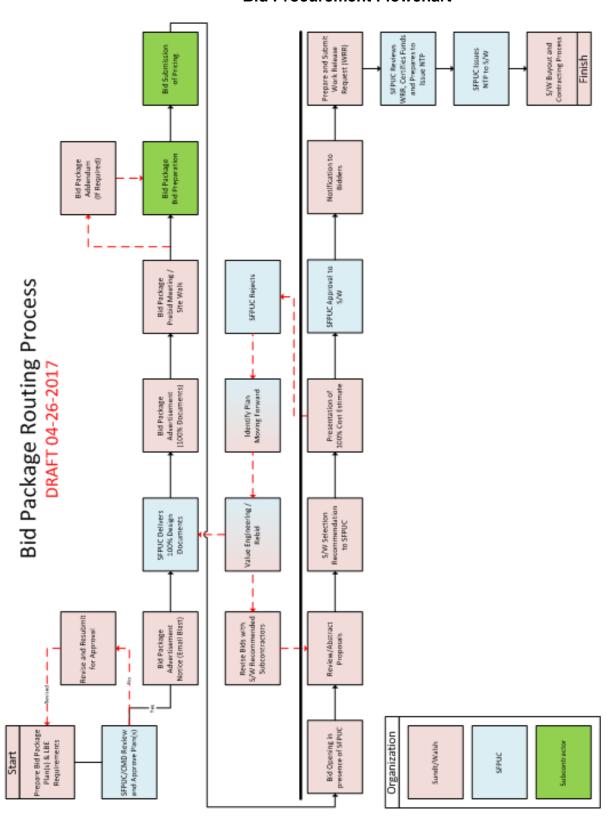
### 7.3 Others

None

#### 8.0 Attachments

- 050 1 Bid Procurement Flowchart
- 050 2 Work Release Request and Notice-To-Proceed (NTP) for Bid Package
- 050 3 Reimbursable Expenses and Other Direct Costs (ODC)
- 050 4 Request for Pre-Approval of Reimbursable Expenses Form
- 050 5 Request for Pre-Approval of Other Direct Costs (ODC) Form
- 050 6 Sample Scope of Work
- 050 7 Revision Control Log

Attachment 050 - 1
Bid Procurement Flowchart



#### Attachment 050 - 2

## Page 1 of 3

# Work Release Request and Notice-To-Proceed (NTP) for Bid Package

## (ON CM/GC LETTERHEAD)

·Doto				
<date></date>				
Resider San Fra 525 Go	Ms. Name) Int Engineer (or City Construction Manager) Interpretation of the Interpretati			
	(Name of Project) Contract No.:			
Re:	: Work Release Request for Bid Package No. (Title of Bid Package)			
Dear (N	lame of RE or City CM),			
	of CM/GC) hereby requests approval to award Bid Package No, (Title of Trade Package) work for the of Project) to (Name of Subcontractor).			
Attache	ed are:			
1.	Bid Package Summary of Work			
2.	Recommendation to Award			
	<ul> <li>a. Procurement Type (competitive, core trade, direct negotiation, sole source)</li> <li>b. Bid Package Cost Estimate</li> <li>c. Number of bids received</li> <li>d. Winning bid</li> <li>e. LBE Requirement</li> <li>f. Actual LBE % in Winning Bid Proposal</li> <li>g. DBE Goal</li> <li>h. Actual DBE % in Winning Bid Proposal</li> <li>i. Bid protests (if any)</li> <li>j. Other information</li> </ul>			
3.	Tabulation of bids received and differences with Bid Package Cost Estimate			
4.	Itemization of winning bid			
5.	Supporting documentation of the subcontractor selection			
6.	Office of Economic and Workforce Development (OEWD) Forms:			
	<ul> <li>a. Form 1: Local Hiring Workforce Projection</li> <li>b. Form 2: Local Hiring Plan for Trade Package estimated to exceed \$1 million</li> <li>c. Form 4: Conditional Waivers if not able to meet local hiring requirements</li> </ul>			
The tota	al amount of this Work Release Request for Bid Package No is \$			

#### Attachment 050 – 2

Page 2 of 3

### Work Release Request and Notice-To-Proceed (NTP) for Bid Package

#### **Request for Approval:**

By signing below, the San Francisco Public Utilities Commission (SFPUC) acknowledges and accepts the pricing as stated herein. This approved Work Release Request shall be regarded as a Notice to Proceed (NTP) from the SFPUC. (Name of CM/GC) shall not issue our NTP for Bid Package Work to (Name of Subcontractor) until a completed OEWD Form 1 has been submitted to the City for Bid Package No.\_\_, (Title of Bid Package).

In order to maintain our present schedule, please sign and return one (1) copy of this NTP with original signatures by (Date).

Sincerely,		
Name Title		
Attachments: as	s stated	
Recommended	I by:	
Signature:	Name Resident Engineer (or City Construction Manager) San Francisco Public Utilities Commission	Date:
Approved by:		
Signature:	Name Bureau Manager, Construction Management Bureau San Francisco Public Utilities Commission	Date:

#### CM/GC to provide:

Attachment 1: Trade Package Summary of Work

Attachment 2: Recommendation to Award

- a. Engineer's Estimate
- b. Number of bids received
- c. Winning bid
- d. LBE Requirement / DBE Goal
- e. Bid protests (if any)
- f. Other information

#### Attachment 050 - 2

### Page 3 of 3

## Work Release Request and Notice-To-Proceed (NTP) for Bid Package

Attachment 3: Tabulation of bids received with differences among bidders and Engineer's Estimate (Sample):

Bid Package: Furnish and Install Precast Concrete Piles and Foundations
Engineer's Estimate:

Bid Received Date: (Date)
LBE Requirement: (\_\_\_%), DBE Goal: (\_\_%)

BIDDERS		PRICE	Difference with Engineer's Estimate		
			\$	%	
1	(List winning bidder as No. 1)				
2					
3					
4					

Attachment 4: Itemization of winning bid (Sample)

NAME OF SUBCONTRACTOR (winning bidder):	
DESCRIPTION	AMOUNT
Furnish and Install Precast Concrete Piles and Foundations	
General Requirements – Dust Control	
Subtotal	
Add Fee (%)	
Tota	ıl 📗

Attachment 5: Supporting documentation of the subcontractor selection

Attachment 6: Office of Economic and Workforce Development (OEWD) Forms:

- a. Form 1: Local Hiring Workforce Projection
- b. Form 2: Local Hiring Plan for Trade Package estimated to exceed \$1 million
- c. Form 4: Conditional Waivers if not able to meet local hiring requirements

# Attachment 050 - 3 Reimbursable Expenses and Other Direct Costs (ODC)

#### A. Reimbursable Expenses for Construction Services, include:

- Costs for Information Technology infrastructure and equipment at the SFPUC Project Team's trailer(s) during the Construction Phases
- 2. Monthly Internet data costs
- 3. CMIS software licenses
- SFPUC's share of Partnering
- Subsurface Investigations
- 6. Permits fees
- 7. Other fees, e.g. curb and gutter, sidewalk, utilities (gas, power, water, sewer), etc.
- 8. Premiums for performance and payment bonds
- 9. Dispute Resolution Board (DRB) expenses (facility for meetings and Facilitator and DRB members)
- 10. Geotechnical monitoring during construction
- 11. Subsurface investigations
- 12. Funding for SFPUC-coordinated construction training programs
- Other items identified as a Reimbursable Expense in the Cost Classification Responsibility Matrix and/or Price Proposal Form.
- B. The CM/GC is entitled to actual expenses incurred with prior written approval by the RE for Reimbursable Expenses, per Attachment 4.
- C. The CM/GC shall not be entitled to any CM/GC fee or mark up on Reimbursable Expenses.

#### Other Direct Costs (ODCs) during Pre-Construction Phase

- A. The following items will be eligible for reimbursement as ODCs:
  - 1. Out-of-town travel ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma and Marin).
  - 2. Out-of-town meal, travel and lodging expenses for project-related business trips, including, but not be limited to:
    - a. Rental vehicle: Traveler must select the most economical car rental company and type of vehicle available. Traveler must acquire any commercial rate or government discount available when the vehicle is rented.
    - b. Personal vehicle use: Traveler will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Traveler shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Traveler shall submit to the SFPUC an approved mileage log with its monthly invoices.
    - c. Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.
  - Specialty printing: "Specialty printing" shall mean large volume color printing and require prior written approval by the SFPUC. Documentation of the written approval by the SFPUC must be included with the invoice.
  - Direct costs associated with field investigations, such as, but not be limited to, supplies, equipment, analytical and vehicle costs.
  - Purchase of specialty computer hardware and software shall be allowed only with prior written approval by the SFPUC. Documentation of the written approval by the SFPUC must be included with the invoice. All hardware and software shall be the property of the SFPUC.
  - 6. Courier services that are project related and originated from the project site offices.
  - 7. Permit fees except for those covered by Reimbursable Expenses.
  - 8. Expedited courier services when requested by SFPUC staff.
  - 9. Safety equipment
- B. Anything not listed above is not eligible for reimbursement as ODC.
- C. The CM/GC is entitled to actual expenses incurred with prior written approval by the RE for ODCs, per Attachment 5.
- D. The CM/GC shall not be entitled to any CM/GC fee or mark up on reimbursement as ODC.

# Attachment 050 - 4 Request for Pre-Approval of Reimbursable Expenses Form

Date(s) of Reimbursable Expense						
Requestor's Name and Firm (Print)						
Task/Purchase Order Number						
Type of Reimbursable Exper	ise					
Purpose of Reimbursable Expense						
	A	Description:			Amount:	
Cost Breakdown	В	Description:			Amount:	
COSt Breakdowii	С	Description:			Amount:	
	D	Description:			Amount:	
Total Cost (Not-to-Exceed)						
		Approved	Yes	☐ No		
		Date				
Requestor's Firm Approval		PM Signature				
		Print Name				
		Approved	☐ Yes	□ No	□ No	
CM/GC Approval		Date				
		PM Signature				
		Print Name				
SFPUC Contract Manager Approval		Approved	☐ Yes	□ No		
		Date				
		Signature				
		Print Name				

# Attachment 050 - 5 Request for Pre-Approval of Other Direct Costs (ODC) Form

Date(s) of Other Direct Costs (ODC)						
Requestor's Name and Firm (Print)						
Task/Purchase Order Number						
Type of ODC						
Purpose of ODC						
	A	Description:			Amount:	
Cost Breakdown	В	Description:			Amount:	
COSt Breakdown	С	Description:			Amount:	
	D	Description:			Amount:	
Total Cost (Not-to-Exceed)						
		Approved	Yes	□ No		
		Date				
Requestor's Firm Approval		PM Signature				
		Print Name				
		Approved	☐ Yes	□ No	□ No	
CM/CC Ammunical		Date				
CM/GC Approval		PM Signature				
		Print Name				
SFPUC Contract Manager Approval		Approved	☐ Yes	□ No		
		Date				
		Signature				
		Print Name				

## Attachment 050 – 6 Sample Scope of Work

# Itemization of Winning Bid

NAME OF SUBCONTRACTOR:	
AI PROTECTIVE SERVICES	
DESCRIPTION	AMOUNT
1 Guard at Existing Vehicle Gate at Rankin Street	\$ 134,231.50
1 Guard at New Vehicle Gate at Rankin Street	\$ 135,235,10
1 Guard at New Pedestrian Gate at Quint Street and Evans Ave.	\$ 147,654.65
1 Guard at Existing SEP 011 Headworks Area	\$ 451,017.84
TOTAL:	\$ 868,139.09

## Attachment 050 - 7 Revision Control Log

Revision No.	Revision Date	What changed?		
Rev 2	1/21/21	<ul> <li>3.0; 3.13: text added.</li> <li>5.0; 5.16; 5.16.3: text deleted and revised.</li> <li>Revised Revision Control Log.</li> </ul>		
Rev 1	10/18/19	<ul> <li>No changes made; only to advance revision number to match set.</li> <li>Revised Revision Control Log.</li> </ul>		
Rev 0	10/18/19	Signed		