

**SECTION 00 73 03****ADDITIONAL LIQUIDATED DAMAGES****1.1 ENVIRONMENTAL AND SAFETY CONTROLS LIQUIDATED DAMAGES**

- A. Contractor will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) per calendar day for each day Contractor fails to comply with Environmental and Safety requirements. Refer to Divisions 00 and 01 for Environmental and Safety requirements.
- B. The City will monitor air quality as part of the environmental monitoring process. If the Contractor fails to implement more stringent air pollution and dust controls as directed by the City and/or exceeds any one of the environmental project action levels the Contractor shall be assessed liquidated damages of one thousand dollars (\$1,000.00) for each calendar day. Refer to Section 00 73 27, article Air Quality Requirements.
- C. In addition to any regulatory fines, should the Contractor fail to implement the ECSP, BMP's, control prohibited discharges into the City's sewerage system, and control discharge pollutants from construction site as per Section 01 57 13 - Temporary Erosion and Sediment Controls (ECSP), or promptly take all required remedial actions to the City's satisfaction herein, the City Representative reserves the right to issue environmental non-compliance notices, have the necessary work performed by others, assess fines of one thousand dollars (\$1,000.00) per non-compliance occurrence or per event, or to deduct or withhold all monies required therefore as permitted under the Contract Documents.
- D. In addition to any regulatory fines, should the Contractor fail to adhere to the DPW Dust Control Order 171,378, liquidated damages shall be assessed in the amount of one thousand dollars (\$1,000.00) per day for each day any violation is not corrected as per Section 01 35 50 - Additional Environmental Procedures.
- E. In addition to any regulatory fines, should the Contractor fail to implement the mitigation measures or promptly take all required remedial actions to the City's satisfaction herein, the City Representative reserves the right to issue environmental non-compliance notices, have the necessary work performed by others, assess fines of one thousand dollars (\$1,000.00) per non-compliance occurrence or per event, or to deduct or withhold all monies required therefore as permitted under the Contract Documents as per Section 01 35 50 - Additional Environmental Procedures.
- F. Liquidated damages shall be assessed in the amount of one hundred dollars (\$100.00) per day per each piece of off-road equipment and each off-road engine utilized to complete work on the project in violation of Environmental Code Chapter 25 - Clean Construction Requirements for Public Works as per Section 01 35 50 - Additional Environmental Procedures.
- G. In addition to any regulatory fines, should the Contractor fail to implement the dewatering criteria as per Section 31 23 19 - Dewatering, or promptly take all required remedial actions to the City's satisfaction herein, the City Representative reserves the right to issue environmental non-compliance notices, have the necessary work performed by others, assess fines of one thousand dollars (\$1,000.00) per non-compliance occurrence or per event, or to deduct or withhold all monies required therefore as permitted under the Contract Documents.

**1.2 CONSTRUCTION SCHEDULE LIQUIDATED DAMAGES**

- A. Failure to submit the required Construction Schedule shall result in the assessment of liquidated damages in the amount of two hundred dollars (\$200.00) per day which the Construction Schedule is delayed for each day beyond the period as specified in Section 01 32 16 - Construction Progress Schedule (CPM).
- B. The Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day in excess of the maximum durations listed for the specific items described in the Summary of Work - 01 11 00 Article **1.6.C** Sequence of Construction.

### 1.3 TRAFFIC ROUTING LIQUIDATED DAMAGES

- A. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for failure to comply with requirements for accessibility and placement of barricades.
- B. Failure to submit the required Traffic Control Plans and Schedule shall result in the assessment of liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day which they are delayed for each day beyond the required period as specified in Section 01 55 26 - Traffic Control. No contracted work shall commence in the field without approved Traffic Control Plans. If the contractor commenced work on city streets without having approved Traffic Control Plans on site (emergency work excepted), it shall be grounds for shutdown of work and citation fee of up to Ten Thousand Dollars (\$10,000.00) in addition to any citations issued by SFMTA and SFPD each time a shutdown intervention is required.
- C. The Contractor shall restore and maintain the traffic lane requirements in accordance with Section 01 55 26. Unless authorized and directed by the City Representative in writing to do otherwise, the Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per hour, rounded up to the nearest whole hour, per lane for failure to provide the lane requirements.
  - 1. In addition, if the Contractor's failure to provide the required traffic lanes causes traffic congestion requiring immediate action by the City to provide Parking Control Officers or Police to control the traffic manually, the Contractor shall pay the City these costs. The Officers shall be paid at overtime rate for a minimum of two hours. The Officers shall be paid an additional one hour travel time.
- D. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each solar operated Flashing Arrow Sign and/or Changeable Message Sign (CMS) per calendar day for everyday when the required sign is not furnished and in place in accordance with Section 01 55 26 – Traffic Control.
- E. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per traffic sign, traffic device, and/or non-skid steel plate per calendar day for everyday when the required sign, traffic device, and/or non-skid steel plate is not furnished and in place in accordance with Section 01 55 26 – Traffic Control.
- F. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day per block or portion of a block for every day when there is no continuous construction activity within 24 hours of the posted effective date and time of the temporary "Tow-Away, No Stopping" zone.
- G. The Contractor shall pay liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) per unauthorized bus zone relocation or any other unauthorized use of the temporary bus stop signs.

- H. The Contractor shall pay liquidated damages of Two Hundred Dollars (\$200.00) per calendar day, if the Daily Traffic Inspection Report is not submitted on time at the end of the working day, as specified in Section 01 55 26 – Traffic Control, and Five Hundred Dollars (\$500.00) for falsifying the report for each report.
- I. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per parking meter removed by the Contractor without authorization from SFMTA.
- J. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per parking meter misplaced or lost by the Contractor.
- K. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day for every day when the temporary pavement markings are not furnished and installed in accordance with 01 55 26 – Traffic Control.
- L. Failure to provide and maintain an unobstructed sidewalk, crosswalk, parking strip, accessible pedestrian path-of-travel, and curb ramp, the Contractor shall pay liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per hour, or portion thereof, for each failure.
- M. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per intersection per peak period for failure to ensure traffic signal interconnect is operational in accordance with Section 01 55 26 - Traffic Control.
- N. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per incident for failure to provide notice in accordance to Section 01 55 26 - Traffic Control for shutdown of existing signals.
- O. Where it is necessary to shut down existing traffic signals at any intersection, the Contractor shall notify the Engineer, Traffic Engineer (Fax # 415-701-4737), Signal Shop (Fax # 415-550-2930), and SFPD Traffic Bureau forty-eight (48) hours in advance of the start of each such shutdown, so that arrangements may be made to have a police officer on duty to control traffic. Notification shall be written and shall also include a contact name and number to be used in case of emergency. If the Contractor fails to provide notice as detailed above, liquidated damages shall be assessed at Five Hundred Dollars (\$500.00) per incident.

#### 1.4 ROADWAY PAVING LIQUIDATED DAMAGES

- A. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day for every day in excess of three (3) consecutive calendar days after the completion of resurfacing surrounding castings, which are the responsibility of the Contractor to adjust to the new pavement grade, for every casting that has not been adjusted and paved around. Refer to Section 32 17 53, Adjustment of Frames and Castings.
- B. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per each casting, per calendar day in excess of two (2) consecutive calendar days after the completion of casting adjustment, for not restoring asphalt concrete paving around the adjusted City-owned casting.
- C. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per casting, per calendar day in excess of one (1) calendar day after final paving, for every casting left covered and inaccessible.

- D. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per temporary hot asphalt fill paving not constructed on concrete base repair per calendar day for every day in excess of three (3) consecutive calendar days after placement of concrete base.
- E. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per temporary asphalt concrete wedge or ramp per calendar day for every day the temporary wedge or ramp is not constructed in violation of Section 32 01 16.71, Cold Milling Asphalt Paving.
- F. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for every day materials are left on any part of streets, sidewalks, and traffic islands in violation of the cleaning up and removing debris requirements under Section 00 72 00 – General Conditions including form lumber and broken barricades.
- G. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per block per calendar day for every day in excess of three (3) consecutive calendar days after any cold planing that the planed area has not been resurfaced. The three (3) calendar day period shall be from the start day of the cold planing to the completion day of the resurfacing of the particular block.
- H. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day per sign for not providing the required Project Signs.
- I. The Contractor shall pay liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) per calendar day for working without the proper permits. Contractor will be required to stop work and obtain the proper permits.
- J. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for excavating without providing Public Notice. The Contractor will be required to stop work and provide the required Public Notice.
- K. The Contractor shall pay liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per occurrence for not having the proper permit on site.

#### 1.5 REPORTS FOR LIQUIDATED DAMAGES AND DEDUCTION OF LIQUIDATED DAMAGES

- A. The Contractor will be allowed 15 calendar days from the notification of the liquidated damages in which to file a written protest setting forth in what respect the Contractor differs from the City Representative and any extenuating circumstances, otherwise the decision of the City Representative shall be deemed to have been accepted by the Contractor as correct.
- B. The amount of liquidated damages and cost of remedial actions shall be deducted from the progress and/or final payment to be made to the Contractor.
- C. It is further agreed that payment of liquidated damages under one of the aforementioned conditions will not relieve the Contractor from separate liquidated damage liability under the other conditions, each to the full extent of the specified amount, regardless of whether the times for which liquidated damages are to be paid do or do not run concurrently, or whether either liability is or is not a consequence of the other.

#### END OF SECTION

**SECTION 00 73 16****INSURANCE REQUIREMENTS****1.1 SUMMARY**

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

**1.2 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** 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** each occurrence, and **\$2,000,000** general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
  3. Commercial Automobile Liability insurance with limits not less than **\$1,000,000** each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**1.3 ADDITIONAL COVERAGES**

- A. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than **\$1,000,000** each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- B. Environmental Pollution Liability: In the event that hazardous and/or contaminated material is discovered during the course of the work, and the Contractor or its subcontractor is required to perform abatement or disposal of such material, then the Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions insurance applicable to the work being performed with limits not less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year, including coverages for on-site or off-site third party claims for bodily injury and property damage. This coverage shall also be endorsed to include Non-Owned Disposal Site coverage.

**1.4 INSURANCE FOR OTHERS**

- A. For general liability, environmental pollution liability and automobile liability insurance,

Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

- B. Other parties to be protected by Contractor's liability insurance shall be as follows:
  - 1. City's consultants and/or subconsultants: Telamon Engineering Consultants, Inc.; AECOM.
  - 2. Non-City Agencies: None.

## 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, 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 10 working days, after the date on which the Contract is awarded, or after the emergency work is commenced, 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 percent 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, with an allowable exception for professional 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. Except for professional liability insurance, 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 4 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. Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10 days' notice shall be provided to City. All notices shall be made to:

Manager, Contract Administration Division  
City and County of San Francisco  
49 South Van Ness Avenue, Suite 1600  
San Francisco, CA 94103.

- H. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, 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 "G" 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.

#### 1.6 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" or comparable rating and shall be satisfactory to the City.

#### END OF SECTION