

**City and County of San Francisco
SAN FRANCISCO PUBLIC WORKS**

**PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52
AND SEWER REPLACEMENT**

**SOURCING EVENT ID NO. 0000003758
(PW VL PAVE RENOV NO.52 & SWR)**

PROJECT MANUAL

VOLUME 1 OF 2

(Division 00)

JUNE 2021

Each Bid shall be enclosed in an envelope bearing the description:
"BID FOR PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(San Francisco Public Works Contract No. 0000003758)".



Printed on 30% post-consumer recycled stock

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IMPORTANT SPECIAL NOTICE

- This solicitation requires submission of bids online. Refer to Section 00 21 13 Instructions to Bidders for more details with special attention to the following:
 - Article 1.8 Bid Security, Paragraph A
 - Article 1.14 Submission and Opening of Bids, Paragraph D
 - Article 1.14 Submission and Opening of Bids, Paragraph K
- This Contract includes the City's Local Hiring Requirements with mandatory participation level of 30% per Trade. Refer to Section 00 73 30 for more details, and visit the Office of Economic and Workforce Development website at: www.oewd.org.
- Bidders are reminded of the following sections and subparagraphs:
 - Section 00 21 13 Instructions to Bidders, Paragraph 1.20A, Subparagraphs 8, 9 and 10.
 - Section 00 21 13 Instructions to Bidders, Paragraph 1.20C
 - Section 00 22 30 Escrow Bid Documents, Article 1.4
 - Section 00 49 00 Supplement Bid Forms Checklist, Paragraph D
- Bidders must substantiate its record of safe performance on construction projects, including, but not limited to, consideration of federal or state Occupational Safety and Health Administration (“OSHA”) violations and work place fatalities, including OSHA citations under appeal in order for the City to find the entity to be responsible and eligible for contract award.

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SECTION 00 01 03**PROJECT INFORMATION**

SOURCING EVENT ID.: 0000003758

PROJECT TITLE: PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT

BID SUBMISSION DATE: **July 7, 2021 until 2:30:00 PM.** Bids shall be submitted online via ShareFile. See Project Manual Section 00 21 13 for specific bid submission instructions. ShareFile URL:
<https://sanfranciscopublicworks.sharefile.com/i/ifca20129dd4412eb>

BID OPENING: The bid opening will be conducted live online via Microsoft Teams. Contract Administration will email the Microsoft Teams meeting information to all Plan Holders approximately 24 hours prior to Bid opening.

PROJECT DESCRIPTION: The Work is at various locations in the Bernal Heights neighborhood of San Francisco, California and consists of pavement renovation, curb ramp construction, sewer replacement, traffic control, and all related work.

PROJECT MANAGER: Ramon Kong - phone: (628) 271-2581; email: Ramon.Kong@sfdpw.org.

CONTRACT DURATION: **575** consecutive calendar days from NTP to substantial completion.

ESTIMATE: Approximately **\$7,200,000**

BID DOCUMENTS: Digital files of Bid Documents, Plan Holders Lists, and Addenda may be downloaded at <https://bsm.sfdpw.org/ContractAdmin/Login.aspx> at no cost. Notices regarding Addenda and other bid changes will be distributed by email to Plan Holders.

PRE-BID MEETING: **Conference Call on Thursday, June 24, 2021 starting at 11:00 a.m.**

Refer to Section 00 21 13 Appendix B for a guide to joining a Microsoft Teams meeting.

Microsoft Teams Meeting**Join on your computer or mobile app**

[Click here to join the meeting](#) or link below

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_ZDFIZDNmZDgtNTE1Yy00Y2FmLWJmMzYtNWU3Nzg0MTA2NjVk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25222d5c2cf-ce3e-443d-9a7f-dfcc0231f73f%2522%252c%2522Oid%2522%253a%2522cde8448b-3100-49bd-b7bc-2aef199172e0%2522%257d%26CT%3D1623103449974%26OR%3DOutlook-Body%26CID%3D03C4DD29-2C07-47F8-A654-17DC678BB62D%26anon%3Dtrue&type=meetup-join&deeplinkId=cbc9be66-dffe-4a21-a635-48d1222046e4&directDI=true&msLaunch=true&enableMobilePage=true&sup

[pressPrompt=true](#)

Or call in (audio only)

[+1 415-906-4659,,242791111#](#) United States, San Francisco

Phone Conference ID: 242 791 111#

During the conference call, log in your attendance by clicking the link below and fill out the form.

Link:

https://forms.office.com/Pages/ResponsePage.aspx?id=z8LVlj7OPUSaf9_MAJH3P4tE6M0AMb1Jt7wq7xmRcuBURDBEQjFaSDBQMjdNQzZHMEpBQ1BWMFBUy4u

REQUIREMENTS:

(Refer to Project Manual for a complete list)

- 1) **Class "A"** license required to bid.
- 2) Pursuant to San Francisco Administrative Code ("Administrative Code") Section 6.25 and Chapter 25 of the Environment Code, "Clean Construction" is required for the performance of all work.
- 3) Bid discounts may be applied as per Administrative Code Chapter 14B.
- 4) LBE Subcontracting Participation Requirement is **20% LBE**.
- 5) Good Faith Efforts. In accordance with Administrative Code Chapter 14B requirements, all bidders shall submit documented good faith efforts with their bids, except those who exceed the above stated LBE subcontracting participation requirement by 35%. Bidders must achieve 80 out of 100 points to be deemed responsive. Bidders will receive 15 points for attending the pre-bid conference. Refer to CMD Form 2B. For details, contact Ivan Oldenkamp by phone at (415) 581-2310 or by email at Ivan.Oldenkamp@sfgov.org.
- 6) For information on the City's Contractor Development Program, call (415) 986-3999 or email cdp@imwis.com.
- 7) This Project shall incorporate the required partnering elements for **Partnering Level 2**. Refer to Section 01 31 33 for more details.

END OF SECTION

SECTION 00 01 07

SEALS PAGE

The various portions of the specifications and other contract documents for project "VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT", San Francisco Public Works Contract No. 10035252, have been prepared under the direction of the following design professionals, licensed in the State of California.

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TRAFFIC ENGINEER

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Streets Division
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SECTION 00 11 13**ADVERTISEMENT FOR BIDS**

This Section includes a facsimile of the legal notice informing all qualified Bidders of the City's intent to solicit and receive Bids for the construction of the Project covered by the Bid Documents as defined herein for Sourcing Event ID: 0000003758.

**ADVERTISEMENT FOR BIDS
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS**

Sourcing Event ID No.: 0000003758

**PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(PW VL PAVE RENOV NO.52 & SWR)**

Bids shall be submitted online via ShareFile until **2:30:00 p.m. on July 7, 2021**, after which the bid opening will be conducted live online via Microsoft Teams. Contract Administration will email the Microsoft Teams meeting information to all Plan Holders approximately 24 hours prior to Bid opening. Digital files of Bid Documents, Plan Holders Lists, and Addenda may be downloaded at no cost from the Public Works Electronic Bid Documents Download site at <https://bsm.sfdpw.org/ContractAdmin/Login.aspx>. Please visit the Contracts, Bids and Payments webpage at <https://bidopportunities.apps.sfdpw.org> for more information. Notices regarding Addenda and other bid changes will be distributed by email to Plan Holders.

Scope of Work: at various locations throughout San Francisco, California and consists of pavement renovation, curb ramp construction, sewer replacement, traffic control, and all related work. The time allowed for completion is 575 consecutive calendar days. The estimated construction cost is approximately \$7,200,000. For more information, contact the Project Manager, Ramon Kong, by phone: (628) 271-2581 or email: Ramon.Kong@sfdpw.org.

On July 1, 2014, the registration program under section 1725.5 of the California Labor Code went into effect. The program requires that all contractors and subcontractors who bid or work on a public works project register and pay an annual fee to the California Department of Industrial Relations ("DIR").

No contractor or subcontractor may be listed in a bid or awarded a contract for a public works project unless registered with the DIR as required by Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This Project shall incorporate the required partnering elements for **Partnering Level 2**. Refer to Section 01 31 33 for more details.

Pursuant to San Francisco Administrative Code ("Administrative Code") Section 6.25 and Chapter 25 of the Environment Code, "Clean Construction" is required for the performance of all work.

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits contracting in states with laws that allow discrimination. The City is prohibited from entering into any Contract with a Contractor that has its United States headquarters in a state on the Covered State List or where any or all of the work on the contract will be performed in any of those states on the Covered State List. Administrative Code Chapter 12X and a list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>.

The Specifications include liquidated damages. Contract will be on a Lump Sum Bid Items With Unit Prices basis. Progressive payments will be made.

The Contract will be awarded to the lowest responsible responsive bidder.

A bid may be rejected if the City determines that any of the bid item prices are materially unbalanced to the potential detriment of the City.

Bid discounts may be applied as per Administrative Code Chapter 14B. LBE Subcontracting Participation Requirement is **20%**. Call Ivan Oldenkamp at (415) 581-2310 or Ivan.Oldenkamp@sfgov.org for details.

In accordance with Administrative Code Chapter 14B requirements, all bidders shall submit documented good faith efforts with their bids, except those who exceed the above stated LBE Subcontracting Participation Requirement by 35%. Bidders must achieve 80 out of 100 points to be deemed responsive. Bidders will receive 15 points for attending the pre-bid conference, if scheduled. Refer to CMD Form 2B.

A pre-bid conference will be held on Thursday, June 24, 2021 starting at 11:00am.

Refer to Section 00 21 13 Appendix B for a guide to joining a Microsoft Teams meeting.

[Click here to join the meeting](#) or link below

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_ZDFIZDNmZDgtNTE1Yy00Y2FmLWJmMzYtNWU3Nzg0MTA2NjVk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25222d5c2cf-ce3e-443d-9a7f-dfcc0231f73f%2522%252c%2522Oid%2522%253a%2522cde8448b-3100-49bd-b7bc-2aef199172e0%2522%257d%26CT%3D1623103449974%26OR%3DOutlook-Body%26CID%3D03C4DD29-2C07-47F8-A654-17DC678BB62D%26anon%3Dtrue&type=meetup-join&deeplinkId=cbc9be66-dffe-4a21-a635-48d1222046e4&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Or call in (audio only)

+1 415-906-4659,,242791111# United States, San Francisco

Phone Conference ID: 242 791 111#

For information on the City's Contractor Development Program, call (415) 986-3999 or email cdp@imwis.com

A corporate surety bond or certified check for ten percent (10%) of the amount bid must accompany each bid. Administrative Code Section 6.22(a) requires all construction greater than \$25,000 to include performance and payment bonds for 100% of the contract award.

Class "A" license is required to bid.

In accordance with Administrative Code Chapter 6, no bid is accepted and no contract in excess of Threshold is awarded by the City and County of San Francisco until such time as the Mayor or the Mayor's designee approves the contract for award, and the Director of Public Works then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

Minimum wage rates for this project must comply with the current General Prevailing Wage as determined by the State Department of Industrial Relations. Minimum wage rates other than applicable to General Prevailing Wage must comply with Administrative Code Chapter 12P, Minimum Compensation Ordinance.

This Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction ("Policy") as set forth in Administrative Code Section 6.22(g). Bidders are hereby advised that the requirements of the Policy will be incorporated as a material term of any contract awarded for the Project. Refer to Section 00 73 30 of the Project Manual for more information.

Bidders are hereby advised that the Contractor to whom the Contract is awarded must be certified by the Contract Monitoring Division as being in compliance with the Equal Benefits Provisions of Chapter 12B of the Administrative Code within two weeks after notification of award.

If a bidder objects on any ground to any bid specification or legal requirement imposed by this Advertisement for Bids, the bidder shall, no later than the 10th working day prior to the date of Bid opening, provide written notice to the Contract Administration Division, San Francisco Public Works, setting forth with specificity the grounds for the objection.

Right reserved to reject any or all bids and waive any minor irregularities.

END OF SECTION

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SECTION 00 21 13**INSTRUCTIONS TO BIDDERS****1.1 BIDDING DEFINITIONS**

- A. The Bid Documents consist of the Advertisement for Bids, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, Contract Monitoring Division employment requirements, the Drawings, the Project Manual, and all Addenda issued prior to receipt of Bids.
- B. Addenda are written or graphic instruments issued by the City prior to the receipt of Bids which modify or interpret the Bid Documents by additions, deletions or other changes.
- C. A Bid is a complete and properly executed offer, submitted in accordance with the Bidding requirements, to provide products and services and to perform the Work in accordance with the requirements of the Contract Documents.
- D. The Total Bid Price is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents and it shall include the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.
- E. A Bidder is a person or entity who submits a Bid.
- F. All definitions set forth in the General Conditions (Section 00 72 00) and in other Contract Documents are applicable to the Bid Documents.

1.2 DRAWING INDEX

- A. The Drawings, entitled "PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT" and dated MAY 2021, are incorporated as Contract Documents. Refer to the Drawings for Index of Drawings.

1.3 BIDDING CONTACT INFORMATION

- A. For obtaining Bid Documents, and submittal of Bids and other required bidding and contract documents, contact the following "Contract Administration Division":

Contract Administration Division
San Francisco Public Works
City and County of San Francisco
49 South Van Ness Avenue, Suite 1600
San Francisco, California 94103
Telephone: 628-271-3139
Email: ContractAdmin.Staff@sfdpw.org

- B. For technical questions on the Bid Documents, scheduling of special field visits, and submittal of Request for Product Substitutions, contact the following "Project Architect/Engineer":

Olivia Barradas
SF Public Works
San Francisco Public Works
49 S. Van Ness Avenue, Suite 800
San Francisco, CA 94103
Telephone: (628) 271-2469
Email: Olivia.Barradas@sfdpw.org

- C. For questions on CMD bid documents and submittal of required CMD Forms, contact the following "Contract Compliance Officer":

Ivan Oldenkamp
Contract Monitoring Division
1155 Market Street, 4th Floor
San Francisco, CA 94103
Telephone: (415) 581-2310
Email: Ivan.Oldenkamp@sfgov.org

1.4 ISSUANCE OF BID DOCUMENTS

- A. Bid Documents may be obtained from Contract Administration Division and downloaded from DPW website as described in the Advertisement for Bids.

1.5 EXAMINATION OF BID DOCUMENTS AND SITE

- A. Before submitting a Bid, Bidder shall carefully examine the Bid Documents, visit the Site if allowable under the current Order of the Health Officer of the City and County of San Francisco, and fully inform themselves of existing conditions and limitations, including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding of the materials to be furnished, Work to be performed or of actual conditions at the Site, it being understood that the tender of a Bid carries with it the agreement to complete all Work and comply with all conditions specified herein and indicated in the Bid Documents.
- B. All special Site access for facility inspection and subsurface investigations shall be requested, approved and scheduled through the Project Engineer/Architect.
1. Persons requesting special site access must identify the Bidder being represented, who must be on file with the San Francisco Public Works as a plan holder.
 2. No discussion, dissemination of information or clarification of the Bid Documents will be given during Site access. A City representative must accompany each person or group requesting special site access.
 3. Length of time of tours, number of tours per day and areas open for special Site access are limited and must be scheduled in advance.
 4. No adjustment in the Contract Sum will be allowed because of a Bidder's inability to gain access to the Site during the Bid period.
- C. The submission of a Bid will constitute an incontrovertible representation by Bidder of the following:

1. Bidder has complied with every requirement of this Article "Examination of Bid Documents and Site";
 2. the Total Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception;
 3. the Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and
 4. it is understood that information about hazardous materials, physical or other conditions or obstructions, indicated on the Bid Documents, has been obtained with reasonable care and has been recorded in good faith. There is no express or implied warranty that such information is correctly shown. Bidder must take into account the possibility that actual conditions affecting cost or quantities of Work may differ from those indicated on the Bid Documents.
- D. Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other contractors at the Site and which may affect the scheduling of the Work.
- E. Bidder shall include in its Total Bid Price the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.

1.6 QUESTIONS ON BID DOCUMENTS, ADDENDA, SUBSTITUTIONS

- A. **Questions on Bid Documents:** Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, the Bidder shall notify at once the City in writing using the Questions on Bid Documents (QBD) form (Section 00 21 14), issued with the Bid Documents as a fillable Word file, and submit the same by email to the Project Engineer/Architect as specified on the form. The City may not answer questions received less than 10 calendar days prior to the date for opening Bids.
- B. **Addenda:** Interpretations or clarifications considered necessary by the City in response to QBDs will be issued by written Addenda to all Bidders of record. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
1. The City may also issue Addenda to modify the Bid and/or Contract Documents as deemed necessary or advisable by the City.
 2. Each Bidder shall be responsible for ascertaining, prior to submittal of its Bid, that it has received all issued Addenda. Bidders shall acknowledge Addenda by number and date received using Section 00 43 20 (Acknowledgement of Receipt of Addenda). Refer to Section 00 43 20 for additional instructions.
- C. **Substitutions:** The products specified in the Bid Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable to the City. To obtain acceptance of unspecified "or equal" products, systems, materials, or services, Bidders shall submit a completed QBD form accompanied by a Request for Substitution form (Section 00 49 18) and required supporting documentation. The City will consider properly-completed substitution requests submitted no later than 10 calendar days prior to the date for opening bids. After that date, the City will not accept substitution requests during the Bid period.
1. The burden of proof of the merit of the proposed substitute item is upon the Bidder. Insufficient information will be grounds for rejection of a proposed substitution.

2. The City's decision of approval or disapproval of a proposed substitute item will be final and conclusive as to all Bidders.
3. If the City approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
4. Refer to Article "Information to be Submitted after Bid Opening" for requirements regarding requests for substitution submitted by the successful Bidder after award of the Contract.
5. Bidders must base their Bids on materials, products, services and systems specified in the Contract Documents or listed by name in Addenda.

1.7 PRE-BID MEETING

- A. A pre-bid meeting will be held at the date, time and location specified in the Advertisement for Bids for discussion of the Contract Documents and specific project requirements, and the City's Local Business Enterprise and Contractor Development programs. The City's Representatives will be present. Questions on Bid Documents (QBDs) may be submitted at the pre-bid meeting - see specification Section 00 21 14. Subsequently, an Addendum incorporating the City's responses to QBDs may be issued if deemed necessary by the City.
- B. Bidders are encouraged to attend the pre-bid meeting. In accordance with Chapter 14B requirements, all bidders shall submit documented good faith efforts with their bids and attendance at a pre-bid conference is one of the good faith outreach steps. If a Bidder does not attend the pre-bid conference, it will receive zero points for the pre-bid meeting good faith outreach step on Form 2B.

1.8 BID SECURITY

- A. A Bid Security, in an amount equal to 10 percent of the total Bid Price, shall be submitted with each Bid. The City will reject as non-responsive any Bid submitted without the necessary Bid Security.
 1. The Bid, submitted online by file upload, shall include a scanned copy of the original hardcopy Bid Security.
 2. The original hardcopy Bid Security shall be mailed in a sealed envelope **via United States Postal Service (USPS) only**. It shall be postmarked no later than the date of Bid opening and addressed to:

**Contract Administration Division
San Francisco Public Works
49 South Van Ness Avenue, Suite 1600
San Francisco, California 94103
ATTN: Bid Security for Sourcing Event ID No. 0000003758**

- B. The bid security may be in the form of a corporate surety bond, a certified check payable on sight to the City and County of San Francisco (for Bid Security amounts less than or equal to \$15,000), or an irrevocable standby letter of credit, on a bank or trust company doing business and having an office in the State of California, having a combined capital and surplus of at least \$50,000,000, and subject to supervision and examination by Federal or State authority, as provided for in San Francisco Administrative Code ("Administrative Code") section 6.21(a)(4).

- C. If a Bidder uses a Bid Bond for its Bid Security, the Bidder must use a hardcopy version of the Bid Bond form provided by the City (Section 00 43 13) or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form. A Bidder's failure to use the City's Bid Bond form may result in rejection of the Bidder's Bid.
- D. If a Bid Bond is submitted, the Bond must be duly executed on behalf of the surety in accordance with applicable law. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Submitted Bid Bonds must contain ORIGINAL signatures of both surety and principal. Bid Bonds which do not contain original signatures (photocopies are not acceptable) will be rejected. In addition, the surety executing the Bid Bond must be legally authorized to engage in the business of furnishing surety bonds in the State of California, and must have either a current A.M. Best Rating of not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570).
- E. If an irrevocable standby letter of credit is submitted, Bidder must submit the letter on a form provided by the City. If Bidder intends to submit an irrevocable letter with its Bid, it must notify the Contract Administration Division at least 5 working days prior to the date of Bid opening.
- F. If the successful Bidder fails to execute the Contract and/or furnish all items required by the Bid Documents within the time limits specified, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

1.9 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to Administrative Code section 6.21(a)(9), Bidder must submit on the Proposed Subcontractors Form attached to the Bid forms (refer to Section 00 43 36) information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent, or \$10,000, whichever is greater. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit the Proposed Subcontractors Form with its Bid.
- B. Pursuant to Section 4104 of the California Public Contract Code, Bidder must provide the following information with its Bid for each listed subcontractor: i) the name of business; ii) the location of the place of business; iii) portion of work that will be performed by the subcontractor; and iv) the California contractor license number of each subcontractor who will perform work
 - 1. An inadvertent error in listing the California contractor license number for each subcontractor listed number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
 - 2. Failure to complete the required forms as described above, e.g., if the box on the form is blank, the Bidders failure to provide the required information may result in a determination that the Bid is non-responsive.

- C. Bidder shall provide DIR Registration Number for the Bidder and all identified subcontractors and ensure that such subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
- D. In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit (Section 00 45 80) is included with the Bid Form. Signing the Bid Form shall also constitute signature of the Noncollusion Affidavit.
- E. Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification form (Section 00 45 60) certifying its intention to comply with Section A7.204 of the San Francisco Charter, Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.
- F. Pursuant to Administrative Code section 6.22(n), Bidder shall complete and submit with its Bid a Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 65).
 - 1. Pursuant to section 1777.5 of the California Labor Code the above apprenticeship program requirements shall not apply if Bidder's Total Bid Price is \$30,000 or less.
- G. This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits contracting in states with laws that allow discrimination. The City is prohibited from entering into any Contract with a Contractor that has its United States headquarters in a state on the Covered State or where any or all of the work on the contract will be performed in any of those states on the Covered State List. Administrative Code Chapter 12X and a list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>. Bidder shall certify compliance with this requirement by submitting with its Bid a Certificate of Bidder Regarding Contracting in States that Allow Discrimination (Section 00 45 78).
- H. **Contractor License:** In accordance with the provisions of the California Business and Professions Code section 7028.15, a bid submitted to the City by a contractor who does not hold the license(s) required to perform the Work, issued in accordance with chapter 9 of the Business and Professions Code, shall be considered non-responsive and shall be rejected by the City. Failure of the Bidder to obtain proper and adequate licensing for award of the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bid Security. Bidder must be properly licensed at all times during the performance of the Work. Bidder shall list on the Bid Form its current contractor license number.
 - 1. Refer to the Drawings for Contractor's license requirements.
- I. Pursuant to chapter 12B and chapter 14B of the Administrative Code, each Bidder shall execute and submit with its Bid the Certification of Bidder Regarding Nondiscrimination in Contracts and Benefits form attached to the Bid forms (refer to Section 00 45 70). If a Bidder fails to submit the form as required, then the Bidder may be deemed non-responsive and its Bid may be rejected.
 - 1. Refer to Section 00 73 73 for nondiscrimination contracting requirements.
 - 2. As a condition precedent to award of the Contract, Bidder shall execute the Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits form (refer to CMD website) and submit the completed form and required documentation within 5 working days after the official date of Bid opening to the CMD for approval.
 - 3. If said form is not submitted timely or the CMD determines that Bidder is non-compliant, then Bidder may be deemed non-responsive and its Bid may be rejected.

1.10 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. Bidder shall complete and submit with its Bid the Certification of Bidder Regarding Debarment and Suspension form (Section 00 45 82).
- B. Bidder further agrees by submitting its Bid that it will require its subcontractors, lower-tier subcontractors and suppliers to complete and submit to the City within seven (7) working days after the date of the City's notification of the lowest Bidder the Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) for lower tier covered transactions of \$25,000 or more.
- C. The inability of Bidder or its subcontractors, lower-tier subcontractors or suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its subcontractor, lower-tier subcontractor or supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the City's determination whether to award the Contract. However, failure of Bidder or its subcontractors, lower-tier subcontractors or suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.
- D. Bidder agrees by submitting its Bid that, should bidder be awarded the Contract, bidder shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by the City.
- E. The certifications (Sections 00 45 82 and 00 49 14) are a material representation of fact upon which reliance is placed when the City determines to enter into this Contract.
 - 1. Contractor shall provide immediate written notice to the City if any time Contractor learns that its certification or the certification of a lower tier participant was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Article "Debarment and Suspension Certification Requirements", shall have the meanings set forth in the "Definitions" and "Coverage" sections of rules implementing Federal Executive Order 12549.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article "Debarment and Suspension Certification Requirements". The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- I. Except for transactions authorized under Paragraph C of this Article "Debarment and Suspension Certification Requirements", if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to other remedies available, the City or other government agency may terminate this Contract for cause or default.

1.11 CONTRACTOR BIDDER QUALIFICATIONS

- A. As a condition to the award of the Contract, apparent low Bidder, and any other Bidder so requested, shall submit to the Contract Administration Division the information required by this Article "Contractor Bidder Qualifications" regarding the qualifications and experience of Bidder and certain proposed key team members and entities (i.e., Subcontractors and/or Suppliers) proposed to perform the Work. Failure to timely provide and furnish complete information prior to contract award may result in a determination that Bidder is not responsible and result in the rejection of Bidder's bid. No award will be made until a Bidder submits complete qualification information to the City.
 1. Specifically, the Bidder shall submit with its Bid (i) a completed Bidder's Qualifications form (Section 00 45 13), as required by Subparagraph "Bidders' Qualification Statement" below; and (ii) a completed and executed Release and Waiver Agreement (Section 00 45 16).
 2. To evaluate Bidder's ability to perform the Work in accordance with the Contract Documents to the City's satisfaction, the City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, Suppliers, key personnel and other persons and organizations as City deems necessary to assist in its evaluation of Bidder's Bid and to establish Bidder's responsibility.

B. Bidders' Qualification Statement

Submit sufficient information on the Bidder's Qualification form (Section 00 45 13), and additional sheets as necessary, to demonstrate to the satisfaction of the City that Prime Contractor and Subcontractors have successfully completed projects identified below, as a minimum.

1. A minimum of five (5) pavement renovation and sewer pipeline replacement projects is required to satisfy this requirement, but more projects may be used, provided they were during the last ten (10) years and meet the other requirements of the contract.
2. The projects listed on the Bidder's Qualifications form used to demonstrate the experience shall satisfy the following criteria. Clearly identify on the form, for each Project, under "Project Description/Scope of Work," which of the criteria ("a" and "c") are being met by the specific project.
 - a. Three (3) pavement renovation and sewer pipeline replacement projects within the past ten (10) years.
 - b. Three (3) pavement renovation projects in an urban environment within the past ten (10) years.
 - c. Three (3) sewer replacement projects of pipelines up to 36-inch diameter with substantial completion dates within the last eight (8) years from the bid date of this contract, including satisfactory installation of at least one thousand (1,000) linear feet to 21-inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project.

OR

Satisfactory installation of at least one thousand (1,000) linear feet of 12-inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project for the City and County of San Francisco with substantial completion within the last three (3) years from the bid date of this contract.2. Submit sufficient information on the Safety Prequalification Form and additional documentation as necessary (per Section 00 45 14 Bidder's Safety Record) to demonstrate to the satisfaction of the City that Prime Contractor substantiates its record of safe performance on construction projects.

3. Submit sufficient information on the Safety Prequalification Form and additional documentation as necessary (per Section 00 45 14 Bidder's Safety Record) to demonstrate to the satisfaction of the City that Prime Contractor substantiates its record of safe performance on construction projects.

C. Experience Statements

The apparent low Bidder and any other Bidder so requested shall submit to the Contract Administration Division within seven (7) working days after the date of the City's notification of the lowest Bidder sufficient information on completed Experience Statement forms (Section 00 49 12), and additional sheets as necessary, to demonstrate to the satisfaction of the City the qualifications and experience of the key personnel and Subcontractors identified below. Submit a separate Experience Statement for each key person and Subcontractor identified below:

1. Project Manager Qualifications: **The "Project Manager" is the individual responsible for managing overall contract for the work to be performed.**

The Project Manager shall have General Contractor experience managing pavement renovation and sewer pipeline replacement projects including, but not limited to responsibility for schedule, budget, and managing subcontractors and shall demonstrate that the Project Manager has provided the primary management role on at least two (2) pavement renovation and pipeline replacement projects in the past ten (10) years.

- a. On the Experience Statement form (Section 00 49 12), identify the Project Manager and the projects and include a description of role on the listed projects.

2. Project Superintendent Qualifications: **The "Project Superintendent" is the individual responsible for construction work to be performed.**

The Project Superintendent shall have General Contractor experience constructing pavement renovation and sewer pipeline replacement projects, including, but not limited to, managing other superintendents, scheduling subcontractor crews, and implementing a worker safety program. In addition, the Project Superintendent shall have a minimum five (5) years of experience, and have served as the construction superintendent on a minimum of three (3) pipeline projects with substantial completion dates within the last eight (8) years from the bid date of this contract, including satisfactory installation of at least one thousand (1,000) linear feet of 21-inch (minimum) diameter pipeline at a depth of at least 10 feet (includes excavation and shoring support) per project.

- a. On the Experience Statement form (Section 00 49 12), identify the Project Superintendent and the projects and include a description of his or her role on the listed projects.

3. Cured-In-Place Liner (CIPL) Pipe Subcontractor Qualifications: The subcontractor responsible for installing CIPL pipe shall have successful installation experience of CIPL in wastewater or storm collection systems installed in the US of at least ten thousand (10,000) feet of 12-inch diameter or larger in equivalent circular size within the last five (5) years. The installations must have been in service for at least two (2) years at the time of Bid Opening.

4. Traffic Control Subcontractor Qualifications: Prime contractor and/or subcontractor(s) performing traffic control shall have a minimum of 5 years experience in traffic control as a firm/company and be licensed by the California Contractors State License Board (CSLB). Prime Contractor is not required to hire a subcontractor to perform solely Traffic Control work; however if it does, the subcontractor must possess a current C-31 Construction Zone Traffic Control license issued by the CSLB. Prime Contractor and/or subcontractor(s) having a Class A or Class C license issued by CSLB may perform Traffic Control work incidental to its own work utilizing its own forces. Refer to Section 01 55 26 – Traffic Control.
5. OCS Subcontractor Qualifications: In the event the SFMTA cannot perform the work to locally de-energize OCS wires when the Contractor has scheduled work, the Contractor shall provide as-needed OCS system isolation support by a qualified Contractor with a minimum of 2 projects in contracting and construction overhead contact system work in San Francisco Municipal Railway's system within the last five (5) years to be considered a qualified Contractor. The contractor will be required to hold licenses and appropriate bonds for conducting work on overhead lines. The contractor must also be previously approved by SFMTA overhead lines management, contact Charles Drane at (415) 554-9209 or charles.drane@sfmta.com.
6. Unforeseen Hazardous / Contaminated Material Subcontractor Qualifications: The Subcontractor responsible for unforeseen hazardous / contaminated materials work throughout the duration of the project shall have experience working in an urban environment and shall meet the minimum qualifications and certification requirements listed in Section 01 11 00 – Summary of Work.
7. Project Safety Representative (PSR) Qualifications: The Contractor's Project Safety Representative (PSR) shall meet the requirements as specified in Specification Section 01 35 45 - Health and Safety Criteria.
8. Refer to the "LOCAL BUSINESS ENTERPRISE ("LBE") PROGRAM" paragraph below for LBE Subcontractor Participation Requirement for this contract.

D. Key Team Members Qualifications

The City will promptly notify the apparent low Bidder in writing if the City, after due investigation, has any reasonable objection to any such proposed person proposed in response to Paragraph "Experience Statements" above, and will request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price.

1. If the apparent low Bidder declines or fails to make such substitution within ten (10) working days from the date of the City's request, the City may proceed to award the Contract to the responsible Bidder who submitted the next lowest responsive Bid and proposes to use acceptable persons. Declining to make requested substitutions may constitute, as determined by the City at its sole discretion, Bidder's refusal to enter into the Contract and result in forfeiture of the Bid Security of such Bidder.
2. Any person listed for whom the City does not make a written objection before award of the Contract will be deemed acceptable to the City, subject to revocation of such acceptance after the effective date of the Agreement as provided in Section 00 72 00 (refer to Paragraphs 3.04, 3.05 and 4.01).
3. No acceptance by the City of any such person shall constitute a waiver of the right of the City to reject defective work.
4. In the event that the Contractor seeks to substitute a key team member during the performance of the contract, the Contractor shall submit, at least 7 days prior to engaging

the person, an Experience Statement (Section 00 49 12) to the City in the same manner as described above for the City's review and acceptance. The substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may exercise its right to stop the Work under Paragraph 2.03 of the General Conditions (Section 00 72 00) until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

1.12 LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM

- A. Bidders' attention is directed to the City's Non-Discrimination and Subcontracting requirements for this Contract as specified in CMD Attachment 1 and in accordance with Administrative Code Chapter 14B. Refer to CMD Attachment 1. CMD Attachment 1 may be found at the following website: <http://sfgsa.org/index.aspx?page=6125>. Contractor's proposed subcontractor(s) must be CMD-certified in the appropriate LBE category (e.g., C-31 Construction Zone Traffic Control) in order to receive LBE credit toward the LBE subcontracting participation requirements.
- B. An LBE Subcontracting Participation Requirement under Chapter 14B shall apply to this Contract. Refer to Supplementary Instructions to Bidders: Local Business Enterprise (LBE) Program (Section 00 22 11) for more details.

1.13 LOCAL HIRING REQUIREMENTS

- A. The San Francisco Local Hiring Policy for Construction, San Francisco Administrative Code section 6.22(g), will apply to this Contract, if awarded. Refer to Section 00 73 30 for information regarding local hiring requirements, including but not limited to local hiring forms that must be submitted after Contract award and prior to Notice to Proceed. In addition, the Office of Employment and Workforce Development ("OEWD") maintains a "Q&A" regarding the Policy, which is available on OEWD's website at: www.oewd.org.

1.14 SUBMISSION AND OPENING OF BIDS

- A. Bids shall be submitted to the Contract Administration Division no later than the date and time, and at the place specified in the Advertisement for Bids, or as subsequently specified if changed by Addendum.
 - 1. The deadline for submitting Bids will be the time stated in the Advertisement for Bids, exactly, the time to be determined per United States Official Time (Pacific), accessed at: www.time.gov.
 - 2. The City may decline to accept Bids received after the specified date and time.
- B. Bidder shall fill in all blanks as appropriate on the Bid Form (Section 00 41 00) and shall submit with its Bid the forms listed in the Bidding Forms Checklist (Section 00 40 13) properly completed and executed as needed.
- C. The City reserves the right in its sole discretion to allow the successful Bidder a period of time reasonable under the circumstances after Bid opening, which shall be no more than 14 days unless extended in writing by the City, to submit additional forms or documents required by the City and to reject the Bid if such forms or documents are not properly submitted within the time allotted by the City.

- D. Digital file containing scanned copy of Bid shall be submitted by following the instructions in Section 00 21 13 Appendix A. Submitted shall be a single file in PDF format containing all pages of the Bid and named as “/* for Sourcing Event ID No. 0000003758 by <Bidder Name>.pdf”. Unreadable files or pages may result in a Bid being found non-responsive.
 - 1. Bids for this project shall be submitted online via ShareFile at the following URL:
<https://sanfranciscopublicworks.sharefile.com/i/ifca20129dd4412eb>
- E. Only the last timely Bid submitted by a Bidder will be accepted. Bids that mailed or sent by messenger service are invalid and will not be accepted.
- F. Bids that are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid or Bid Documents may be rejected as incomplete or qualified.
- G. All Bid data, except signatures, shall be typed or printed legibly in non-erasable ink, with all strikeovers and corrections initialed by the person signing the Bid.
- H. Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Bid by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature and title of the person executing. The name and title of the person executing shall also be typed or printed below the signature. When required by the City, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished. Bidder shall furnish satisfactory evidence that the Bidder is currently registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5.
- I. The City reserves the right after opening Bids to reject any or all Bids and to waive any minor irregularity in a Bid.
- J. A bid may be rejected if the City determines that any of the bid item prices are materially unbalanced to the potential detriment of the City.
- K. Bids will be opened and publicly online on the date Bids are due. The bid opening will be conducted online using Microsoft Teams. Refer to Section 00 21 13 Appendix B for a guide to joining a Microsoft Teams meeting. Contract Administration will email the Microsoft Teams meeting information to all Plan Holders approximately 24 hours prior to Bid opening. Subsequently, the City will furnish Bid tabulations to a Bidder who requests said information.
 - 1. Bidders requesting information on the Bid results shall make such requests in writing at least 24 hours after the receipt of Bids to Contract Administration Division.

1.15 INFORMATION TO BE SUBMITTED AFTER BID OPENING

- A. After the Bid Opening, required Bidders shall submit properly completed and executed Supplementary Bid Forms within the specified time and to the appropriate person as listed in the Supplementary Bidding Forms Checklist (Section 00 49 00) and as described below.
- B. Within seven (7) working days after the date of the City's notification of the lowest Bidder, the low Bidder, and any other Bidder so requested, shall submit the following:
 - 1. Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) completed by each subcontractor,

lower-tier subcontractor and supplier for lower tier covered transactions of \$25,000 or more.

2. Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15) completed by each subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more. If the subcontractor's Work involves one or more apprenticeable trades which are declared on Section 00 49 15 to be a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each such trade.
- C. Refer to Supplementary Instructions to Bidders: Local Business Enterprise (LBE) Program (Section 00 22 11) for additional CMD submittal requirements after bid opening.
- D. Refer to Article "Bidder's Qualifications" of this Section 00 21 13 for additional qualifications submittal requirements after Bid opening.
- E. Refer to Section 00 22 30 - Escrow Bid Documents for additional submittal requirements after Bid opening.
- F. Requests For Product Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution after Bid opening, said Bidder must make such request within the time limit following the date of the Award as specified on the Request for Substitution form (Section 00 49 18). Requests shall be granted or denied at the City's sole discretion. Refer to Section 00 49 18 and Specifications Section 01 25 13.

1.16 WITHDRAWAL OR REVISION OF BID

- A. Prior to the deadline for Bid opening, a submitted Bid may be revised by uploading a revised file to the designated file upload site for receiving Bids. Such revision must be completed on or before the deadline for Bid opening. Bidders may submit Bids multiple times, but only the last Bid submitted by the deadline for Bid opening shall qualify as the submitted Bid
- B. Prior to the deadline for Bid opening, a submitted Bid may be withdrawn by notice to Contract Administration Division. Such notice shall be emailed to ContractAdmin.Staff@sfdpw.org by Bidder and, to be effective, must be received on or before the deadline for Bid opening. The email subject line shall read **"Withdrawal of Bid for Sourcing Event ID No. 0000003758"** and the body of the email shall clearly explain the request of withdrawal including the approximate upload time of the Bid such that the City can identify the pertinent Bid submission to be withdrawn.
- C. Those Bids not withdrawn prior to the deadline for receipt of Bids shall not be withdrawn or modified for a period of 90 days thereafter.

1.17 OBJECTIONS TO BID DOCUMENTS, BID PROTESTS

- A. Failure by a Bidder to comply with the procedures set forth in this Paragraph will render any Objection or Protest inadequate and may result in its rejection by the City.
- B. The City will accept and consider the following types of Objections and Protests if they are timely submitted and meet all other applicable requirements of this Paragraph:

1. Written Objections to any provision or legal requirement set forth in or imposed by the Bid and Contract Documents by a prospective Bidder that are apparent, or reasonably discoverable, prior to the submission of Bids;
 2. Bid Protests submitted by a Bidder after Bid opening against another Bidder or Bidders; and
 3. Protests submitted by a Bidder whose Bid has been rejected by the City based on a determination by the City that the Bid is non-responsive and/or the Bidder is not responsible.
- C. Objections Prior to Submission of Bids. Should a prospective Bidder object on any ground to any provision or legal requirement set forth in the Bid and Contract Documents (including all Addenda), including but not limited to Objections based on allegations that: (i) the Bid or Contract Documents are unlawful in whole or in part; (ii) one or more of the requirements of the Bid or Contract Documents is onerous, unfair or unclear; (iii) the structure of the Bid Documents does not provide a correct or optimal process for the solicitation of the Work; (iv) the Bid or Contract Documents contain one or more ambiguity, conflict, discrepancy or other error; or (v) the Bid or Contract Documents unnecessarily precludes alternative solutions to the Work, the prospective Bidder must provide timely written notice of Objection as set forth below.
1. An Objection must be in writing and must be received by the City no later than 10 calendar days prior to the date of Bid opening. If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Objections will not be considered.
 2. Objections shall be transmitted to Contract Administration Division.
 3. The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the Bid or Contract Documents at issue, and shall describe the modification to the Bid or Contract Documents sought by the prospective Bidder. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Bidder.
 4. The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Bidder who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Objection is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
 5. Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Bidder. At the completion of its investigation, the City will provide a written determination to the prospective Bidder who submitted the Objection. If required, the City may extend the Bid opening date to allow sufficient time to review and investigate the Objection, and issue Addenda to all Bidders incorporating any necessary changes to the Bid or Contract Documents.
 6. Objections not received within the time and manner specified will not be considered. A Bidder's failure to provide the City with a written Objection as specified above on or

before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Bidder's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

7. A Bidder may not rely on an Objection submitted by another Bidder, but must timely pursue its own Objection.
- D. Bid Protest Against Another Bidder. A Bidder may file a protest with the City against another Bidder or Bidders subject to the provisions of this Paragraph. The procedures and time limits set forth in this Paragraph are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' Bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue the Bid Protest, including filing a Government Code claim or other legal proceedings. Bid Protests shall be subject to the following time limitations, restrictions and procedures.
1. A Bid Protest shall be in writing and shall be received by the City no later than 5:00 p.m. on the 5th working day after the date of Bid opening. If a Bid Protest is mailed, the Bidder filing the Protest bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Protest will not be considered.
 2. The Bidder filing the Protest must concurrently transmit a copy of the initial Protest document and any attached documentation to the other Bidder(s) who may be adversely affected by the outcome of the Protest.
 3. The City will provide the protested Bidders with 5 working days from their receipt of a Bid Protest to respond to the Protest.
 4. Bid Protests, responses, and supplemental information, if any, shall be transmitted to Contract Administration Division.
 5. The Bid Protest shall state the basis for the Protest and provide supporting evidence, refer to the specific portion(s) of the Bid that forms the basis of the Protest, and include the name, address, telephone number, and email address of the person representing the prospective Bidder.
 6. The City, at its discretion, may make a determination regarding a Protest without requesting further documents or information from the prospective Bidder who submitted the Protest. Accordingly, the initial Protest submittal must include all grounds of Protest and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Protest is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Protest submittal, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
 7. Upon receipt of a timely and proper Protest, the City will review the Protest and conduct an investigation as it deems appropriate which, among other things, may include the review of information provided by or available from sources other than the protesting and protested Bidders. The City may also consider supplemental correspondence relating to the original ground(s) of Protest submitted by a protesting Bidder and/or a protested Bidder to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its review and investigation, the City will provide a written determination to the Bidder who submitted the Protest, with a copy to the protested Bidder(s).

8. Protests not received within the time and in the manner specified may not be considered.
9. A Bidder may not rely on a Protest submitted by another Bidder, but must timely pursue its own Protest.
10. If the City determines that a Protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.
11. Rejection of a Bid by the City. If the City determines that a Bidder's Bid is non-responsive or that a Bidder is not responsible, the City will issue a Notice of non-responsiveness and/or non-responsibility, as appropriate. Determination of the Notice will set forth the basis for the City's determination and rejection of the Bid.

1.18 AWARD OF CONTRACT

- A. In accordance with California Labor Code sections 1771.1 and 1725.5, no contract can be awarded to a Bidder without proof that the Bidder and all identified subcontractors are currently registered with the California Department of Industrial Relations.
- B. In accordance with San Francisco Administrative Code Chapter 6, no bid is accepted and no contract in excess of the Threshold Amount is awarded by the City until such time as the Mayor or the Mayor's designee approves the contract for award, and the Director of Public Works then issues an order of award.
- C. Pursuant to Charter section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.
- D. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid.
- E. The City will issue a written notification of award of the Contract to the successful Bidder.

1.19 CONTRACT SECURITY

- A. Article 10 of the General Conditions (Section 00 72 00) sets forth the City's requirements as to performance and payment (labor and material) bonds.
- B. When the successful Bidder delivers the executed Agreement, it must be accompanied by the required performance and payment bonds.

1.20 EXECUTION OF CONTRACT

- A. The successful Bidder shall deliver within 10 working days after the date of the City's written notification of award of the Contract the following properly completed and signed documents to Contract Administration Division.
 1. Contract Agreement (Section 00 52 00), 2 original copies with the successful Bidder's signature affixed thereto.
 - a. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.

2. Performance bond and payment (labor and material) bond (Section 00 61 13), 2 original copies of each.
3. Insurance certificates and endorsements, 2 original copies of each, including the following:
 - a. The Sourcing Event ID number "0000003758" and Project title "**PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT**", the agent names and telephone numbers, and name the certificate holder as follows:

**Contract Administration Division
San Francisco Public Works
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103**
 - b. Name as additional insured the parties as specified in Section 00 73 16, Article "Insurance for Others".
 - c. Otherwise comply with applicable requirements as specified in Section 00 73 16.
4. Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.
5. Power of Attorney authorizing signatories to execute Performance and Payment Bonds.
6. Proof that Bidder and all subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
7. Proof of Status as Signatory to Apprenticeship Program or Proof of Payment if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more:
 - a. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on the Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 65), successful Bidder shall submit written proof of its status as a signatory.
 - b. For each subcontractor that declared it is a signatory to a recognized apprenticeship or training program on the Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15), successful Bidder shall submit written proof of each such subcontractor's status as a signatory.
 - c. Contractor and all of its subcontractors that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder (Contractor) or its subcontractor(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft that Contractor or its subcontractor(s) is providing labor to the Project. Such contributions shall be made on the same basis and in the same manner as the other contractors do, or, where the trust fund administrators are unable to accept such funds, Contractor and its subcontractor(s) must provide written proof of payment of a like amount to the California Apprenticeship Council.
8. Contractor shall submit a set of Escrow Bid Documents accompanied by a signed original Escrow Bid Documents Declaration form (Section 00 49 16) in a sealed container in accordance with Section 00 22 30 – Escrow Bid Documents.

9. Contractor shall submit the appropriate bond, insurance certificates and insurance documents as required per Section 00 73 16 – Insurance Requirements.
 10. Contractor shall submit Local Hire Forms as specified and required per Section 00 73 30 – Local Hiring Requirements.
- B. Additionally, if not included with the Bid, the successful Bidder shall deliver to Contract Administration Division within the time limit set forth above, the required San Francisco business tax registration numbers and contractor license numbers as specified in Article "Statutory Bidding Requirements."
 - C. Failure to deliver to the San Francisco Public Works one or more of the documents listed in this Article "Execution of Contract" shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder's bid security if not submitted within the specified time frames in the Contract..
 - D. The successful Bidder must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of Contract Award, or within 2 weeks of the date of Contract Award. Bidder's failure to timely obtain Chapter 12B compliance certification from CMD may result in Award of the Contract to the next lowest responsible, responsive Bidder, or re-bidding of the Contract at the discretion of the City. The Equal Benefits Provisions of Chapter 12B do not apply to this federally funded project.

END OF SECTION

**SECTION 00 21 13 APPENDIX A****SHAREFILE BID SUBMISSION PROCEDURES****General Notes:**

The following procedures will serve as the method San Francisco Public Works will implement to accept bids for this project.

The Project Manual will contain specific bid submission instructions in Section 00 21 13.

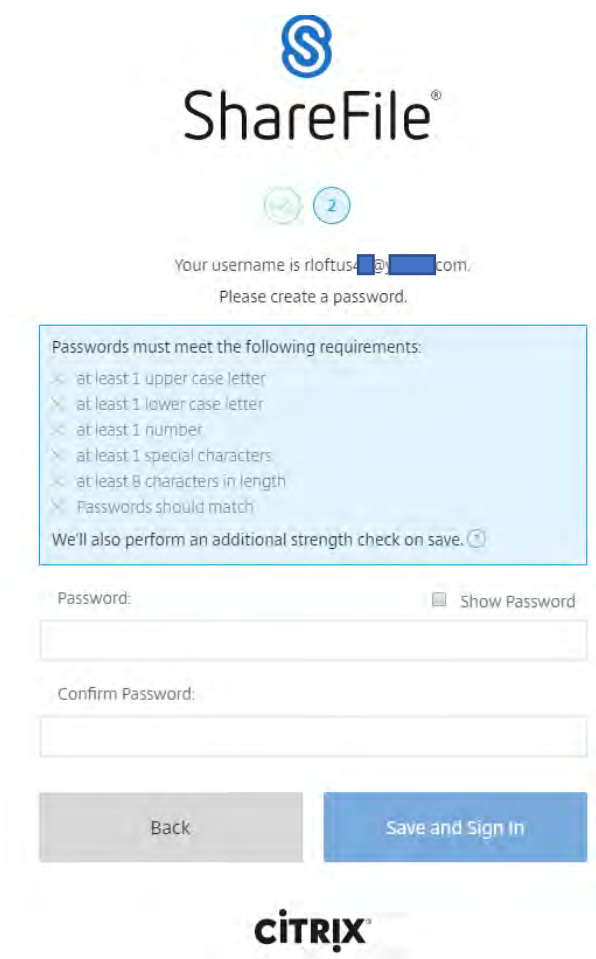
Should there be questions, please email contractadmin.staff@sfdpw.org.

Step by Step Instructions:

- Go to the URL: [\[https://sanfranciscopublicworks.sharefile.com/x/xxxxxx\]](https://sanfranciscopublicworks.sharefile.com/x/xxxxxx)
- You should see the screen below – enter in the needed information (Email, Last Name, First Name)
- Once entered, click *Continue*

A screenshot of the ShareFile "Bid Opening #1" registration form. The form is titled "ShareFile" with a blue "S" logo. Below the title are two circular icons with numbers 1 and 2, and the text "Bid Opening #1". The form contains four input fields: "Email *" (with a red asterisk), "First Name: *" (with a red asterisk and a red "Required" label), "Last Name: *" (with a red asterisk), and "Company:". At the bottom is a blue "Continue" button. The Citrix logo is visible at the bottom of the page.

- The next screen will prompt you to choose and enter a new password (if you have an existing account it will recognize your email and you simply reenter your email and password):



The image shows the ShareFile login interface. At the top is the ShareFile logo. Below it, a message states: "Your username is rloftusa@ [redacted] .com. Please create a password." A blue box contains password requirements: "Passwords must meet the following requirements: at least 1 upper case letter, at least 1 lower case letter, at least 1 number, at least 1 special characters, at least 8 characters in length, Passwords should match. We'll also perform an additional strength check on save." Below this are fields for "Password:" and "Confirm Password:", each with a "Show Password" link. At the bottom are "Back" and "Save and Sign In" buttons. The Citrix logo is at the very bottom.

ShareFile®

Your username is rloftusa@ [redacted] .com.
Please create a password.

Passwords must meet the following requirements:

- at least 1 upper case letter
- at least 1 lower case letter
- at least 1 number
- at least 1 special characters
- at least 8 characters in length
- Passwords should match

We'll also perform an additional strength check on save. ⓘ

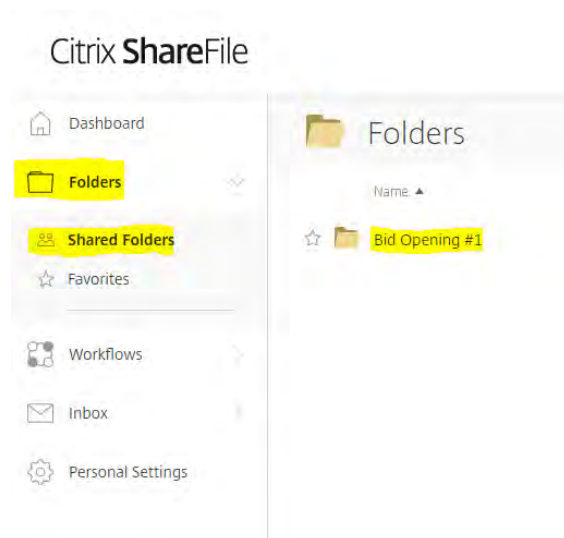
Password: [Show Password](#)

Confirm Password:

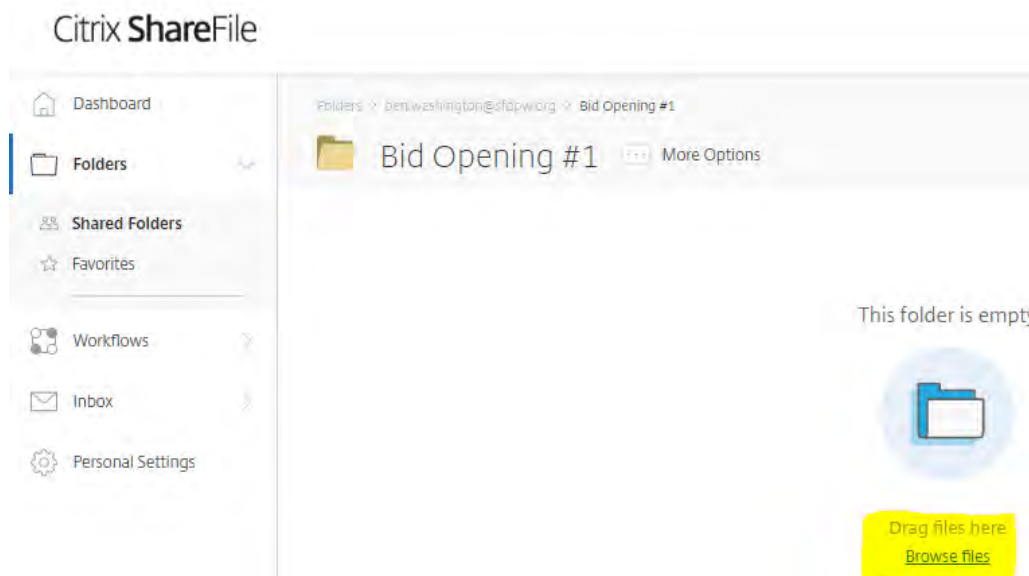
[Back](#) [Save and Sign In](#)

CITRIX®

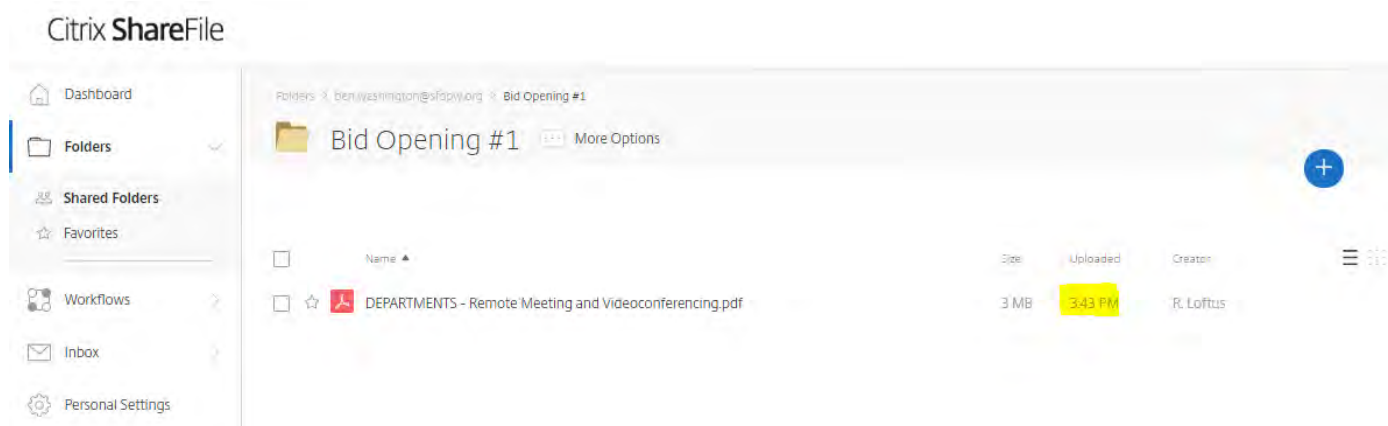
- Once you login, you can choose Folders → Shared Folders → Appropriate Bid Opening folder




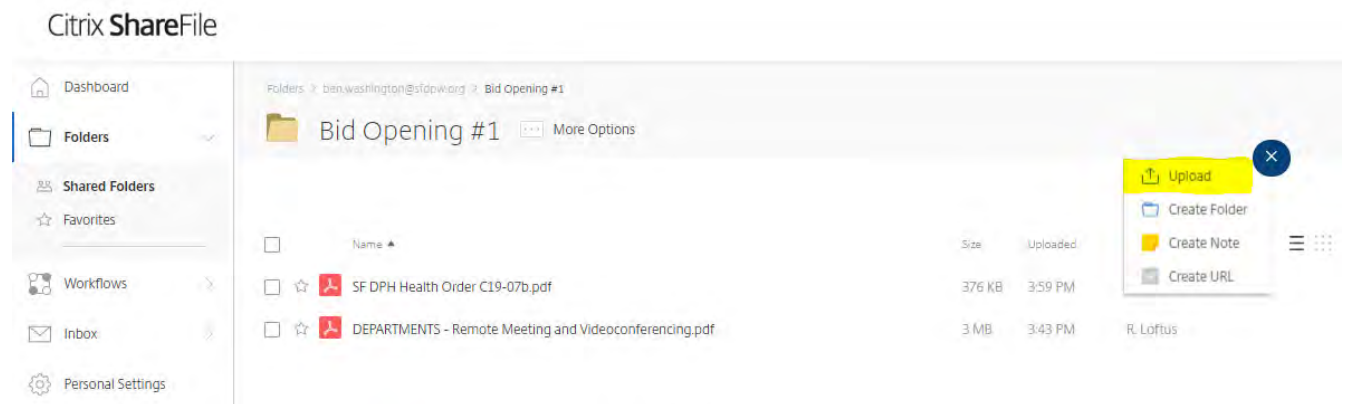
- Please be mindful that it can take up to 2 minutes to submit a PDF file; each submission is time stamped on the platform.
- Drag and drop or Browse and upload your PDF copy of the bid submission:




- Once fully uploaded, the time stamp will display:

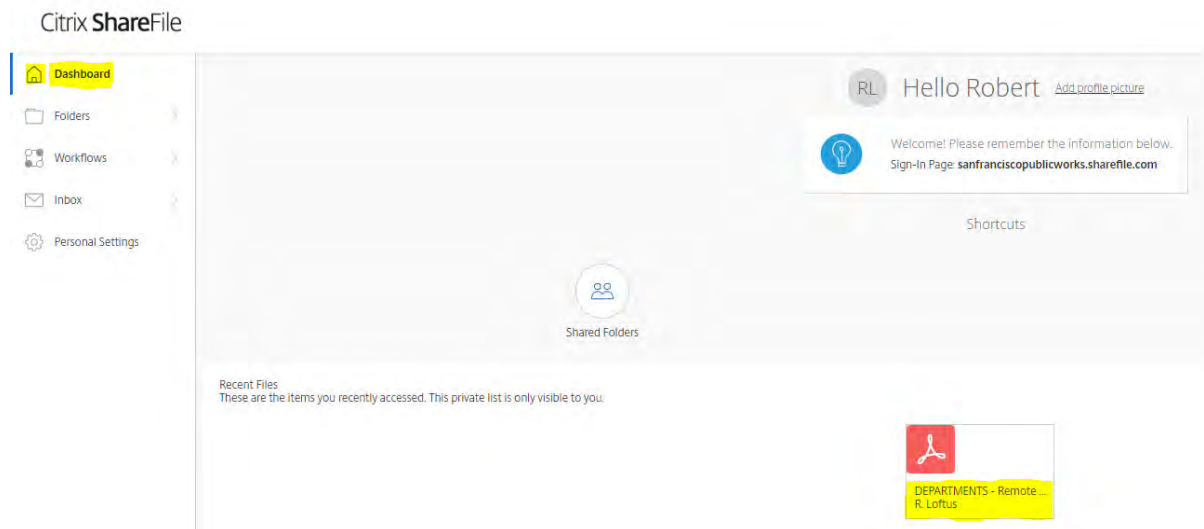


- Should there be additional documents to upload, you may either drag and drop from your folder, or hover the mouse over the  symbol, and choose **Upload**:

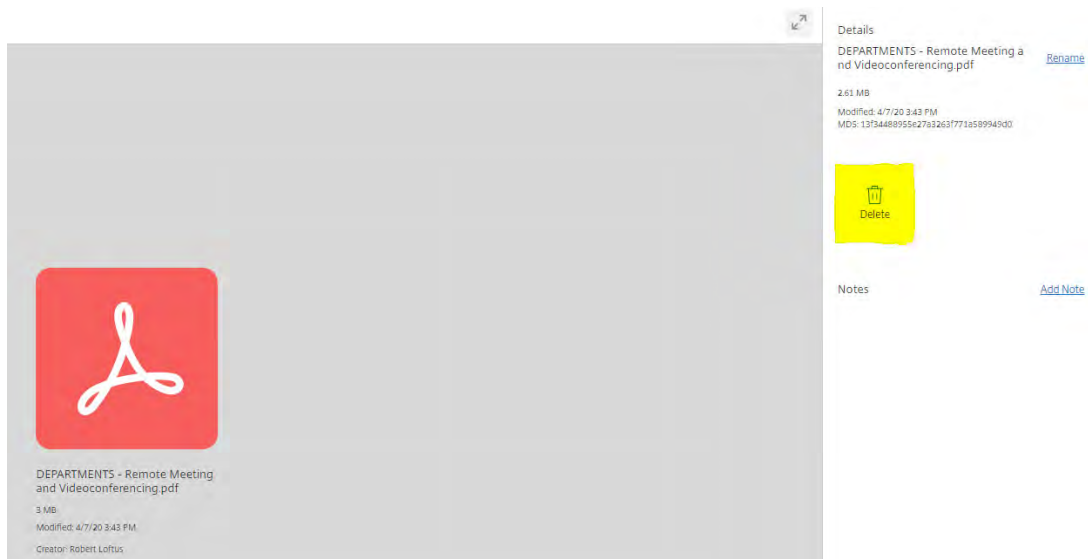


How to Delete a PDF submission:

- Click the **Dashboard** option at the top left of the page
- Double-click the  symbol of the PDF in the middle of the page:



- There will appear a **Delete** option on the next page:



END OF SECTION

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Microsoft Teams / Featured topics / Join a meeting without a Teams account

Join a meeting without a Teams account

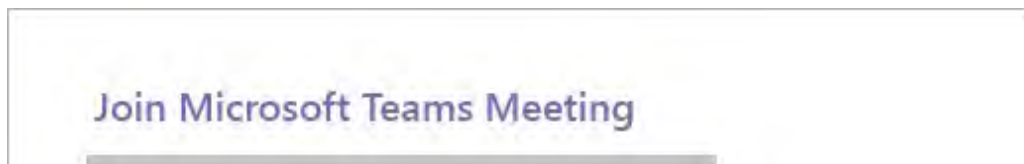
Microsoft Teams

Desktop **Mobile**

You can join a Teams meeting anytime, from any device, whether or not you have a Teams account. If you don't have an account, follow these steps to join as a guest.

Note: Some meetings don't allow people to join as guests.

1. Go to the meeting invite and select Join Microsoft Teams Meeting.



Was this information helpful?

Yes

No



2. That'll open a web page, where you'll see two choices: **Download the Windows app** and **Join on the web instead**. If you join on the web, you can use either Microsoft Edge or Google Chrome. Your browser may ask if it's okay for Teams to use your mic and camera. Be sure to allow it so you'll be seen and heard in your meeting.
3. Enter your name and choose your audio and video settings. If the meeting room (or another device that's connected to the meeting) is nearby, choose **Audio off** to avoid disrupting. Select **Phone audio** if you want to listen to the meeting on your mobile phone.
4. When you're ready, hit **Join now**.
5. This will bring you into the meeting lobby. We'll notify the meeting organizer that you're there, and someone in the meeting can then admit you.

Notes:

- If no one admits you to the meeting within 15 minutes, you'll be removed from the lobby. If that happens, you can try joining again.
- Some features of Teams meetings aren't available to guests.

Organizer's view

If you're the meeting organizer, we'll alert you when someone is waiting in the lobby.

Click **Admit** to let them right into the meeting, or **View lobby** to admit or deny them, as well as see a list of everyone who's waiting.



Was this information helpful?

Yes

No



Join a Teams meeting from the app

1. In a Teams meeting invite, select **Join**.
2. You have two choices:
 - **Join Microsoft Teams Meeting:** Enter a meeting from your Teams meeting invite.
 - **Dial-in number and conference ID:** Use these if you need to call into the meeting.
3. Choose the audio and video settings you want.
4. Select **Join now**.

Join a Teams meeting on the web

Don't have the Teams app? You can still join a Teams meeting.

1. In your email invite, select **Join Microsoft Teams Meeting**.

You can also use a dial-in number and conference ID from the email to call in.
2. You have two choices:
 - **Download the Windows app:** Download the Teams app.
 - **Join on the web instead:** Join a Teams meeting on the web.
3. If you select to join via web, type in your name and select **Join now**.

If you have a Teams account, select **sign in** to view the meeting chat and more.
4. Choose the audio and video settings you want. Yes No ×

Was this information helpful?

- Depending on meeting settings, you'll go to a lobby where attendees can admit you.

Want more?

[Join a meeting in Teams](#)

[Call in to a meeting in Teams](#)

[Manage meetings](#)



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What's new	Microsoft Store	Education	Enterprise	Developer	Company
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Surface Pro X	Account profile		AppSource		About
Surface Laptop 3	Download Center	Office for students	Automotive	Windows Dev Center	Microsoft
Surface Pro 7					Company news
Windows 10 apps	Microsoft Store support	Office 365 for schools	Government	Developer Network	Privacy at Microsoft
	Returns	Deals for students & parents	Healthcare	TechNet	Investors
Was this information helpful?					
				Yes	No



SECTION 00 21 14**QUESTION ON BID DOCUMENTS (QBD)**

Potential Bidders must complete this QBD Form and submit to the address below no later than 10 calendar days before the bid opening date.

Project: PW VARIOUS LOCATIONS PAVEMENT
RENOVATION NO. 52 AND SEWER
REPLACEMENT

Sourcing Event ID No. 0000003758

To: SF Public Works
49 S. Van Ness Avenue, Suite 800
San Francisco, CA 94103
Tel: (628) 271-2469
Attention: Olivia Barradas
Email: Olivia.Barradas@sfdpw.org

City Use Only	
QBD No.	
Received by:	
Date Received:	
Addendum Issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Sent	
Response:	

CONTRACTOR'S QUESTION	
Company Name: _____	Date _____
Contact Name: _____	Tel: _____
Title: _____	Fax: _____
Check One Only (Use separate form for each specification or drawing question.)	
<input type="checkbox"/> Spec. Section: _____	Paragraph(s): _____
<input type="checkbox"/> Drawing Sheet: _____	Detail(s): _____
Question:	

CITY'S REPLY	
<input type="checkbox"/> Mark this box if the QBD can be answered by Bidder's review of the documents. Reply with location(s) where the information can be obtained.	
Reply:	
By: _____	Bureau/Firm: _____
Date: _____	

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of the City, the question and reply may be returned to the questioner and distributed to all bidding general contractors for informational purposes.

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SECTION 00 22 11**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS:
LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM****1.1 CONTRACT MONITORING DIVISION BIDDING REQUIREMENTS**

- A. This Contract is subject to the applicable requirements of Chapter 14B of the San Francisco Administrative Code.
- B. Bidders' attention is directed to the City's Subcontracting and Non-Discrimination requirements for this Contract as specified in CMD Attachment 1. Refer to the following website to download a copy of CMD Attachment 1: <http://sfgov.org/cmd/important-forms>.
- C. All references to Section 14B in this Section shall mean the Sections in Chapter 14B of the San Francisco Administrative Code.
- D. Prime contractors and subcontractors who are awarded contracts as a result of the bid process are required to use the web-based Local Business Utilization Tracking System (LBEUTS) to submit 14B prime contractor and subcontractor payment information, including monthly progress payment invoices. The LBEUTS replaces CMD Forms 7 and 9. Refer to CMD Attachment 1 for more details, or visit the CMD website: <https://sfgov.org/cmd/lbe-tracking-system-lbeuts>.
- E. To be eligible for award of the Contract, each Bidder must comply with all applicable requirements of the San Francisco Contract Monitoring Division ("CMD").
- F. Copies of the LBE certification applications and the listing of CMD-certified LBEs can be obtained from <http://sfgov.org/cmd/important-forms> , or at:

Contract Monitoring Division (CMD)
General Services Agency
City and County of San Francisco
1155 Market Street, 4th Floor
San Francisco, CA 94103
(415) 581-2310

1.2 LBE CERTIFICATION

- A. The San Francisco Contract Monitoring Division certifies firms as Local Business Enterprise (LBE) which meet the certification requirements under Section 14B.3.
- B. The three categories of LBEs are Small-LBEs, Micro-LBEs, or SBA-LBEs. Such LBEs are also either MBEs, WBEs, or OBEs.

1.3 LBE SUBCONTRACTOR PARTICIPATION

- A. The LBE Subcontractor Participation Requirement for this Contract is **20 percent**.
 - 1. Pursuant to Sec. 14B.9 of the Administrative Code, bidders are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontract work on this project is as follows:

8.5% MBE; 3.0% WBE; 8.5% OBE

2. Bidders are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.
- B. Only Contract Monitoring Division certified Small-LBEs and Micro-LBEs can be utilized to comply with the LBE Subcontractor Participation Requirement. Bidders shall not use SBA-LBEs to meet the LBE Subcontractor Participation Requirement.
- C. The City will monitor the quantities of Work and amounts paid therefor, dependent upon the method of construction and operations, for compliance with Contractor's LBE subcontracting commitments.
- D. Bidders are reminded that when purchasing manufactured equipment, LBE credit to meet LBE Subcontractor Participation Requirement will be calculated as follows:
1. If any of the equipment listed in subparagraph (4) below is manufactured by and purchased from an CMD certified LBE manufacturer the entire amount of the purchase order regardless of who does the installation will be credited towards meeting the LBE Subcontractor Participation Requirement. Any such LBE manufacturer must be listed on Section 00 43 36 (CMD Form 2A). If no equipment is listed under subparagraph (4) below, Bidder shall identify in its Proposed Subcontractors Form (Section 00 43 36) the LBE-certified manufacturer and, as its portion of work, the specific equipment to be manufactured with a reference to the relevant specifications section. Failure to provide the necessary information may result in the Bidder not receiving participation credit for that manufacturer.
 2. Notwithstanding Chapter 14B Rules and Regulations and CMD Attachments 1 if any of the equipment listed in subparagraph (4) below is purchased from an CMD certified LBE supplier only 5% of the purchase price of the equipment will be credited towards meeting the LBE Subcontractor Participation Requirement. No LBE credit beyond the 5% mentioned above will be given for any claimed services (including, but not limited to, costs of insurance, warehousing, and general maintenance) provided by the LBE supplier. Any such LBE supplier must be listed on Section 00 43 36 (CMD Form 2A).
 3. A bidder shall receive full LBE subcontracting participation credit for any labor associated with the installation of the equipment, provided the installation is performed by an CMD certified LBE which has been listed on Section 00 43 36 (CMD Form 2A).
 4. List of Equipment:
 - a) None.
- E. Acceptance of Bids shall not constitute approval by the City of the list of subcontractors submitted with any Bid. To obtain such approval, each Bidder and its subcontractors shall satisfactorily complete, execute, and submit all required CMD forms in a timely manner, and be in compliance with all other applicable provisions of the Contract Documents.

1.4 BID DISCOUNTS

- A. In accordance with Section 14B.7(E), a 10% bid discount shall apply to any bid from a Small-LBE or Micro-LBE.
- B. If after the application of the bid discount specified above to any Bid from Small-LBE or Micro-LBE the apparent low bidder is not a Small-LBE or Micro-LBE, a 5% bid discount shall apply to any Bid from a SBA-LBE. The 5% bid discount for SBA-LBEs shall not be applied if it would adversely affect a Small-LBE or Micro-LBE.

1.5 GOOD FAITH EFFORTS REQUIREMENTS

- A. In accordance with Sections 14B.8(D) and (E), all bidders, unless they meet the exception noted below, shall submit documented good faith efforts with their bids and must achieve 80 out of 100 points to be deemed responsive. Refer to CMD Form 2B for more details.
- B. Exception: Bidders who demonstrate that their total LBE participation exceeds by **35%** the LBE Subcontractor Participation Requirement for this contract (as specified in paragraph 1.3A above) will not be required to conduct good faith efforts or to file evidence of good faith efforts.
- C. For the sole purpose of determining whether a bid meets the above exception, participation by the following LBEs shall be counted:
 - 1. Small-LBE and Micro-LBE prime contractors;
 - 2. Small-LBE and Micro-LBE subcontractors;
 - 3. SBA-LBE subcontractors.

1.6 CMD BIDDING FORMS

- A. Submit the following form with the Bid, including supporting documentation for Items 2 and 4 of the Form (refer to CMD Attachment 1):
 - 1. FORM 2B: "Good Faith Outreach" Requirements Form.
- B. No later than 5 working days after the date of the City's notification of the bid results, the apparent low Bidder, and any other Bidder so requested, shall submit completed and properly signed the following CMD Forms to CMD Compliance Officer:
 - 1. Supporting documentation for Form 2B, Items 5 and 6.
 - 2. FORM 3: CMD Non-Discrimination Affidavit.
 - 3. FORM 6: CMD LBE Subcontractor Participation Affidavit.
 - 4. FORM 6A: CMD LBE Trucking Form.
- C. Failure to submit properly completed CMD Bid forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

1.7 CONTRACTOR DEVELOPMENT PROGRAM

- A. Bidders are alerted to the City's Contractor Development Program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the Director of Public

Works. For further information regarding enrollment eligibility and program services, call (415) 986-3999 or email cdp@imwis.com.

END OF SECTION

SECTION 00 22 30**ESCROW BID DOCUMENTS****1.1 SCOPE AND PURPOSE**

- A. This Document establishes a procedure to preserve all documentary information generated by Contractor in preparation of its Bid prices for the Contract Work (hereinafter, "Escrow Bid Documents"). The Escrow Bid Documents of Contractor will be held in escrow for the duration of the Contract. Such Documents will be available for use by the parties to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes and claims.
- B. Contractor agrees that the Escrow Bid Documents constitute all of the information used in the preparation of its Bid, and that no other Bid preparation information shall be considered in resolving disputes or claims. Contractor and City mutually agree that nothing in the Escrow Bid Documents shall change or modify the terms and conditions of the Contract Documents and that the Escrow Bid Documents shall be available exclusively to assist in the negotiation of price adjustments and Change Orders and in the resolution of disputes and claims.

1.2 FORMAT AND CONTENTS

- A. Contractor shall submit Escrow Bid Documents in its usual cost estimation format; a standard format is not required. The intent of the procedure set forth in this Document is not to cause Contractor extra work during the preparation of its Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents must be in the language (i.e., English) of the Contract Documents.
- B. The Escrow Bid Documents must clearly itemize estimated costs of performing the Work of each Bid Item contained in the Schedule of Bid Prices. Bid Items should be separated into sub-Items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from Subcontractors and Suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the Bid. Estimated costs should be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs, as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's reallocation of indirect costs, contingencies, markup and other items to each Bid Item shall be identified.
- C. All estimates for Items of Work that are based in whole or in part upon any baseline statements or information in the Geotechnical Baseline Report (GBR), shall clearly reference the baseline statements used. Contractor shall have no right to an adjustment to the Contract Sum or to the Contract Time (due to alleged Differing Site Conditions) unless such baseline statements have been clearly identified in the Escrow Bid Documents.
- D. All costs shall be identified. For Bid Items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markups, as applicable, are allocated.

- E. Bid Documents provided by the City need not be included in the Escrow Bid Documents unless necessary to comply with the requirements of this Paragraph 1.2.

1.3 SUBMITTAL

- A. Contractor shall submit a set of Escrow Bid Documents accompanied by a signed original Escrow Bid Documents Declaration form (refer to Section 00 49 16) after receiving notification of the award of Contract within the number of days indicated in Section 00 49 00. Contractor will not be allowed to begin Work until acceptable Escrow Bid Documents have been received by the City. Contractor shall:

1. Submit Escrow Bid Documents in a sealed container clearly marked on the outside with the Contractor's name, date of submittal, project name and the words: "Escrow Bid Documents - Open only in the presence of authorized representatives of both the City and Contractor." The Escrow Bid Documents may be submitted in hard copy or electronic format. If Contractor uses electronic format, submit Escrow Bid Documents in one or more PDF files (text-searchable highly preferred, but non-searchable is acceptable) stored in a digital memory device acceptable to the City (e.g., USB drive).
2. Attach the Escrow Bid Documents Declaration form (Section 00 49 16), executed under oath by an individual authorized by the Contractor to execute the Bid.
3. Make an appointment and deliver Escrow Bid Documents in person by an authorized representative of Contractor to:

Nicolas King
San Francisco Public Works
City and County of San Francisco
49 South Van Ness Avenue, Suite 1100
San Francisco, CA 94103
Telephone: 628-271-2957
4. Verification. At the time of submission, Escrow Bid Documents will be examined, organized and inventoried by representatives of the City, together with members of Contractor's staff who are knowledgeable of how the Bid was prepared. This examination is to ensure that the Escrow Bid Documents are legible and complete. The review will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. Examination will not alter any term or condition of the Contract.
5. If all the documentation required by Paragraph 1.2, above, has not been included in the original submittal, Contractor shall submit additional documentation, at the City's sole discretion, within 24 hours after the original inventory and examination of the Escrow Bid Documents. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and the City.
6. The City, upon determining that the Escrow Bid Documents are complete, will, in the presence of Contractor's representative(s), place the complete Escrow Bid Documents (hard copy and/or electronic format) and Declaration in the container and seal it.
7. If Contractor's Total Bid Price is based upon subcontracting any part of the Work, Contractor shall also provide the Escrow Bid Documents for each Subcontractor required to be listed in accordance with section 4104 of the California Public Contract Code. The Subcontractors' Escrow Documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

8. For any portion of Work subcontracted after award or NTP, the City retains the right to require Contractor to submit Escrow Bid Documents from the proposed Subcontractor before such subcontract is approved.

1.4 REFUSAL OR FAILURE TO PROVIDE ESCROW BID DOCUMENTS

- A. Contractor's failure or refusal to provide Escrow Bid Documents or to cooperate in their verification shall be deemed either (i) failure to enter into the Contract if the Contract has not yet been executed or (ii) a material breach of the Contract if the Contract has been executed.
- B. Should Contractor fail to enter into the Contract as stated in (i), above, the City will retain the Bid Security. Should Contractor fail to provide Escrow Bid Documents or cooperate in their verification after execution of the Contract, the City may, at its option, terminate the Contract for default subject to the default provisions of the General Conditions (Section 00 72 00). These remedies are not exclusive and the City may take such other action as is available to it under the Contract and applicable law.

1.5 OWNERSHIP

- A. Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by the City and Contractor as provided herein. The City stipulates and expressly acknowledges that the Escrow Bid Documents may constitute trade secrets and may contain information, which is known only to Contractor's business.
- B. The City will safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to third parties to the fullest extent permitted by law.

1.6 EXAMINATION

- A. The Escrow Bid Documents will be examined by both the City and Contractor at any time deemed necessary by the City or Contractor to assist in the negotiation of price adjustments and Change Orders of the settlement of disputes and claims:
- B. Examination of the Escrow Bid Documents is subject to the following conditions:
 1. The City and Contractor shall each designate, in writing to the other party and 7 calendar days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents. Contractor shall cooperate with the City in good faith to provide reasonable and timely access to Escrow Bid Documents including without limitation during DRB proceedings (e.g., hearings and position papers), Contract and Government Code Claims review, and/or litigation relating to the Contract.
 2. Access to the documents may take place only in the presence of duly designated representatives of both the City and Contractor.
 3. Reproduction of any portion of the Escrow Bid Documents will not be permitted at any time without the express written permission of the Contractor.
- C. The City's examination of Escrow Bid Documents shall not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination shall not alter any condition or term of the Contract.

1.7 STORAGE AND FINAL DISPOSITION

- A. The City will place Escrow Bid Documents in escrow for the duration of the Contract in a mutually agreeable location in San Francisco. The cost of storage will be paid by the City.
- B. Escrow Bid Documents will be returned to Contractor at such time as the Contract has been completed, final settlement of all pending claims has been achieved, and final payment has been issued by the City.

END OF SECTION

SECTION 00 40 13**BIDDING FORMS CHECKLIST**

To be submitted with Bid for:

PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT

(San Francisco Public Works Sourcing Event ID No. 0000003758)

- A. Each Bidder shall submit with its Bid the following forms, properly completed and executed:
- ☐ Executed Bid Form (Section 00 41 00), with contractor's license number and expiration date.
 - ☐ Bid security equal to 10% of the Bid (Section 00 43 13).
 - ☐ Acknowledgment of Receipt of Addenda (Section 00 43 20).
 - ☐ Proposed Subcontractors Form (Section 00 43 36).
 - ☐ Bidder's Qualifications (Section 00 45 13)
 - ☐ Bidder's Safety Record (Section 00 45 14)
 - ☐ Release and Waiver Agreement (Section 00 45 16).
 - ☐ Highest Prevailing Wage Rate Certification (Section 00 45 60).
 - ☐ Certificate of Bidder Regarding Apprenticeship Training Program (Section 00 45 65).
 - ☐ Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits (Section 00 45 70).
 - ☐ Certificate of Bidder Regarding Contracting in States that Allow Discrimination (Section 00 45 78)
 - ☐ Non-Collusion Affidavit (Section 00 45 80).
 - ☐ Certification of Bidder Regarding Debarment and Suspension (Section 00 45 82).
 - ☐ FORM 2B: "Good Faith Outreach" Requirement Form, and supporting documentation for Items 2 and 4 of the Form.
- B. Digital file of the Bid shall be submitted by following the instructions in Section 00 21 13 Appendix A. Submitted Bid shall be a single file in PDF format containing all pages of the Bid and named as **"Bid for Sourcing Event ID No. 0000003758 by <Bidder Name>.pdf"**. Unreadable files or pages may result in a Bid being found non-responsive.
- C. The Director of the San Francisco Public Works reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
- D. Bids must be submitted no later than the date and time specified in the Advertisement for Bids, or as subsequently specified if changed by Addendum by following the instructions provided in Section 00 21 13 Instruction to Bidders.

END OF SECTION

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SECTION 00 41 00**BID FORM**

Date of Bid: _____

TO THE DIRECTOR OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO

In response to the Advertisement for Bids for the following public work:

PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(San Francisco Public Works Sourcing Event ID No. 0000003758)

the undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to the undersigned Bidder, and to do all the work and furnish all the materials therefor all in accordance with the Specifications and Drawings referred to in said Advertisement for Bids and at the prices named in the attached Schedule of Bid Prices.

The undersigned declares: That it is the Bidder (or by holding the position below indicated is authorized to execute this Bid Form on behalf of the Bidder); that said Bidder submits this Bid; that said Bidder has not, nor have any of its agents, officers, representatives or employees, been guilty of collusion with any officer or representative of the City and County of San Francisco, or with any other party or parties in the submission of this Bid; nor has said Bidder received any preferential treatment by any officer or employee of the City and County in the making or submitting of this Bid. The undersigned declares under penalty of perjury that all representations made on this Bid Form are true and correct.

The undersigned declares, under penalty of perjury under the laws of the State of California that the Bidder has read and agrees to the requirements of the San Francisco Administrative Code and applicable requirements of the California Labor Code for each of the attached Sections listed as follows:

<i>Section No.</i>	<i>Title</i>
00 43 20	Acknowledgment of Receipt of Addenda
00 43 36	Proposed Subcontractors Form
00 45 13	Bidder's Qualifications
00 45 14	Bidder's Safety Record
00 45 16	Release and Waiver Agreement
00 45 60	Highest Prevailing Wage Rate Certification
00 45 65	Certificate of Bidder Regarding Apprenticeship Training Program
00 45 70	Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits
00 45 78	Certificate of Bidder Regarding Contracting in States that Allow Discrimination
00 45 80	Non-Collusion Affidavit
00 45 82	Certification of Bidder Regarding Debarment and Suspension

***The undersigned
acknowledges that he or
she has read and agrees
to these documents:***

 **SIGN HERE**

BUSINESS TAX REGISTRATION DECLARATION: The undersigned further declares and understands that if I am awarded the Contract, each of my Subcontractors and I must maintain a current business tax registration number. If the Tax Collector of the City and County of San Francisco determines that any of

my Subcontractors or I do not have or maintain a current business tax registration number, the City may either cancel the Contract or withhold payment.

BOND OR CHECK REQUIRED: There is attached, as required by law, bid security in accordance with the Section 00 21 13 - Instructions to Bidders, Article "Bid Security".

LOCAL BUSINESS ENTERPRISE PARTICIPATION AND NON-DISCRIMINATORY EMPLOYMENT PRACTICES: Provisions of San Francisco Administrative Code Chapters 12B and 14B (including their implementing Rules and Regulations) are incorporated herein and by reference made a part of the Bid Documents as though fully set forth. The Bidder and all subcontractors and suppliers shall comply with these provisions and shall submit all required documents in a timely manner.

The undersigned, having examined all referenced documents and the Drawings, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

SCHEDULE OF BID PRICES

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
G-1	TEMPORARY RETROFLECTIVE PAVEMENT MARKINGS	2,400	LF	\$ _____	\$ _____
G-2	ALLOWANCE FOR PARTNERING FACILITATION AND RELATED COSTS	---	AL	---	\$ 15,000.00
G-3	ALLOWANCE FOR AS-NEEDED TRANSIT SUPPORT PROVIDED BY CONTRACTOR	---	AL	---	\$ 1,040.00
G-4	ALLOWANCE FOR AS-NEEDED OVERHEAD CONTRACT SYSTEM (OCS) SUPPORT PROVIDED BY CONTRACTOR	---	AL	---	\$ 7,500.00
R-1	TRAFFIC CONTROL FOR ROADWAY WORK	---	LS	---	\$ _____
R-2	FULL DEPTH PLANING PER 2-INCH DEPTH OF CUT	143,167	SF	\$ _____	\$ _____
R-3	HOT MIX ASPHALT (TYPE A, ½-INCH MAXIMUM WITH MEDIUM GRADING)	2,034	TON	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
R-4	8-INCH THICK CONCRETE BASE	24,021	SF	\$ _____	\$ _____
R-5	10-INCH THICK CONCRETE BASE	6,235	SF	\$ _____	\$ _____
R-6	8-INCH THICK CONCRETE PAVEMENT, PARKING STRIP, OR GUTTER	82,935	SF	\$ _____	\$ _____
R-7	10-INCH THICK CONCRETE BUS PAD (6,000 PSI)	2,185	SF	\$ _____	\$ _____
R-8	AGGREGATE BASE CLASS II FOR BUS PAD	81	CY	\$ _____	\$ _____
R-9	3 ½-INCH THICK CONCRETE SIDEWALK	8,500	SF	\$ _____	\$ _____
R-10	6-INCH WIDE CONCRETE CURB	223	LF	\$ _____	\$ _____
R-11	4-INCH WIDE CONCRETE CURB	86	LF	\$ _____	\$ _____
R-12	RESET EXISTING GRANITE CURB	46	LF	\$ _____	\$ _____
R-13	COMBINED 6-INCH WIDE CONCRETE CURB AND 2-FOOT WIDE CONCRETE GUTTER	1,201	LF	\$ _____	\$ _____
R-14	CONCRETE CURB RAMP WITH CONCRETE DETECTABLE SURFACE TILES	36	EA	\$ _____	\$ _____
R-15	PULL BOX REPLACEMENT TYPE I (CONTINGENCY BID ITEM)	10	EA	\$ _____	\$ _____
R-16	CONSTRUCT AWSS FIRE CISTERN IDENTIFICATION PAVEMENT BRICK RING	1	EA	\$ _____	\$ _____
R-17	HMA SPEED HUMP / CUSHION	1	EA	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
R-18	ADJUST CITY-OWNED MANHOLE FRAME AND COVER AND CATCH BASIN FRAME AND GRATE TO GRADE (CONTINGENCY BID ITEM)	42	EA	\$ _____	\$ _____
R-19	ADJUST CITY-OWNED HYDRANT AND WATER MAIN VALVE BOX CASTING COVER TO GRADE (CONTINGENCY BID ITEM)	100	EA	\$ _____	\$ _____
R-20	MOBILIZATION FOR ROADWAY WORK (MAXIMUM 3% OF SUM OF BID ITEMS R-1 THROUGH R-19)	---	LS	---	\$ _____
R-21	DEMOBILIZATION FOR ROADWAY WORK (MAXIMUM 2% OF SUM OF BID ITEMS R-1 THROUGH R-19)	---	LS	---	\$ _____
SW-1	TRAFFIC ROUTING FOR SEWER WORK	---	LS	---	\$ _____
SW-2	TRENCH AND EXCAVATION SUPPORT FOR SEWER WORK	---	LS	---	\$ _____
SW-3	STANDARD CONCRETE MANHOLE FOR 12-INCH TO 24-INCH DIAMETER SEWERS WITH FRAME AND COVER (PER SFDPW STANDARD PLAN 87,181)	34	EA	\$ _____	\$ _____
SW-4	CLEAN AND MORTAR EXISTING MANHOLE	12	EA	\$ _____	\$ _____
SW-5	12-INCH DIAMETER VCP SEWER ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	3,086	LF	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-6	15-INCH DIAMETER VCP SEWER ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	123	LF	\$ _____	\$ _____
SW-7	18-INCH DIAMETER VCP SEWER ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	206	LF	\$ _____	\$ _____
SW-8	21-INCH DIAMETER VCP SEWER ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	213	LF	\$ _____	\$ _____
SW-9	LINE EXISTING 8-INCH INSIDE DIAMETER PIPE WITH STYRENE-FREE CURED-IN-PLACE LINER (CIPL)	56	LF	\$ _____	\$ _____
SW-10	LINE EXISTING 10-INCH INSIDE DIAMETER PIPE WITH STYRENE-FREE CURED-IN-PLACE LINER (CIPL)	100	LF	\$ _____	\$ _____
SW-11	LINE EXISTING 12-INCH INSIDE DIAMETER PIPE WITH STYRENE-FREE CURED-IN-PLACE LINER (CIPL)	95	LF	\$ _____	\$ _____
SW-12	LINE EXISTING 15-INCH INSIDE DIAMETER PIPE WITH STYRENE-FREE CURED-IN-PLACE LINER (CIPL)	264	LF	\$ _____	\$ _____
SW-13	LINE EXISTING 21-INCH INSIDE DIAMETER PIPE WITH STYRENE-FREE CURED-IN-PLACE LINER (CIPL)	202	LF	\$ _____	\$ _____
SW-14	CLEAN AND TELEWISE EXISTING MAIN SEWER PRIOR TO LINING WITH CIPL	---	LS	---	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-15	REMOVE OBSTRUCTION REQUIRING INTERNAL REAMING FROM EXISTING SEWER PRIOR TO LINING WORK	8	EA	\$ _____	\$ _____
SW-16	BYPASSING MAIN SEWER FLOW RELATED TO LINING	---	LS	---	\$ _____
SW-17	BYPASSING SIDE SEWER FLOW RELATED TO LINING (CONTINGENCY BID ITEM)	27	EA	\$ _____	\$ _____
SW-18	INTERNALLY REINSTATE CONNECTIONS IN NEWLY LINED MAIN SEWERS (CONTINGENCY BID ITEM)	27	EA	\$ _____	\$ _____
SW-19	PLUG AND FILL EXISTING SEWERS WITH SLURRY GROUT (CONTINGENCY BID ITEM)	5	CY	\$ _____	\$ _____
SW-20	6-INCH OR 8-INCH DIAMETER SIDE SEWER CONNECTION TO VCP MAIN SEWER (CONTINGENCY BID ITEM)	235	EA	\$ _____	\$ _____
SW-21	TELEVISION INSPECTION OF EXISTING 6-INCH OR 8-INCH DIAMETER SIDE SEWER AND 10-INCH DIAMETER CULVERT LOCATED WITHIN LIMITS OF MAIN SEWER WORK (CONTINGENCY BID ITEM)	134	EA	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-22	TELEVISION INSPECTION OF EXISTING 6-INCH OR 8-INCH DIAMETER SIDE SEWER AND 10-INCH DIAMETER CULVERT LOCATED OUTSIDE THE LIMITS OF MAIN SEWER WORK BUT WITHIN CONTRACT LIMITS (CONTINGENCY BID ITEM)	10	EA	\$ _____	\$ _____
SW-23	CONSTRUCTION OR REPLACEMENT OF 6-INCH OR 8-INCH DIAMETER SIDE SEWER LOCATED WITHIN LIMITS OF MAIN SEWER WORK (CONTINGENCY BID ITEM)	2,500	LF	\$ _____	\$ _____
SW-24	CONSTRUCTION OR REPLACEMENT OF 6 OR 8-INCH DIAMETER SIDE SEWER LOCATED OUTSIDE THE LIMITS OF MAIN SEWER WORK BUT WITHIN CONTRACT LIMITS (CONTINGENCY BID ITEM)	200	LF	\$ _____	\$ _____
SW-25	10-INCH DIAMETER CULVERT (CONTINGENCY BID ITEM)	242	LF	\$ _____	\$ _____
SW-26	CONCRETE CATCH BASIN WITHOUT CURB INLET AND WITH NEW FRAME AND GRATING (PER SFDPW STANDARD PLAN 87,188)	3	EA	\$ _____	\$ _____
SW-27	CAST IRON WATER TRAP FOR EXISTING CATCH BASIN INCLUDING CLEANOUT CAP (PER SFDPW STANDARD PLAN 87,194) (CONTINGENCY BID ITEM)	32	EA	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-28	POST-CONSTRUCTION TELEVISION INSPECTION OF NEWLY CONSTRUCTED MAINS AND LINED MAIN SEWERS	---	LS	---	\$ _____
SW-29	POST-CONSTRUCTION TELEVISION INSPECTION OF NEWLY CONSTRUCTED SIDE SEWERS AND CULVERTS (CONTINGENCY BID ITEM)	167	EA	\$ _____	\$ _____
SW-30	RECONSTRUCT PAVEMENT OUTSIDE OF SEWER T-TRENCH LIMIT AND OUTSIDE OF CONCRETE BASE WORK UNDER R-DRAWINGS WITH 8-INCH THICK CONCRETE BASE NECESSARY PER EXCAVATION CODE AS DIRECTED BY THE CITY REPRESENTATIVE (CONTINGENCY BID ITEM)	6,800	SF	\$ _____	\$ _____
SW-31	EXPLORATORY HOLES OR POTHOLES (CONTINGENCY BID ITEM)	30	CY	\$ _____	\$ _____
SW-32	IMPORTED BACKFILL MATERIAL FOR SEWER WORK (CONTINGENCY BID ITEM)	500	CY	\$ _____	\$ _____
SW-33	CONTROLLED DENSITY FILL BEDDING MATERIAL FOR SFWD FACILITIES ENCOUNTERED WITHIN SEWER TRENCH PRIOR TO BACKFILL (CONTINGENCY BID ITEM)	20	CY	\$ _____	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-34	DESIGN OF STRUCTURAL SUPPORT FOR SFWD FACILITIES ENCOUNTERED WITHIN SEWER TRENCH	---	LS	---	\$ _____
SW-35	TRANSPORTATION OF SURPLUS CALIFORNIA CLASS I (NON-RCRA) HAZARDOUS WASTE (SOILS) TO A CLASS I DISPOSAL FACILITY	900	US SHORT TON	\$ _____	\$ _____
SW-36	DISPOSAL OF SURPLUS CALIFORNIA CLASS I (NON-RCRA) HAZARDOUS WASTE (SOILS) AT A CLASS I DISPOSAL FACILITY	900	US SHORT TON	\$ _____	\$ _____
SW-37	TRANSPORTATION OF SURPLUS NON-HAZARDOUS SOILS (CLASS II & III) CALIFORNIA DESIGNATED WASTE (SOILS) TO A CLASS II & III DISPOSAL FACILITY	250	US SHORT TON	\$ _____	\$ _____
SW-38	DISPOSAL OF SURPLUS NON-HAZARDOUS SOILS (CLASS II & III) CALIFORNIA DESIGNATED WASTE (SOILS) AT A CLASS II & III DISPOSAL FACILITY	250	US SHORT TON	\$ _____	\$ _____
SW-39	UNDISTURBED NATIVE BEDROCK (CONTINGENCY BID ITEM)	250	CY	\$ _____	\$ _____
SW-40	MOBILIZATION FOR SEWER AND DRAINAGE WORK (MAXIMUM 3% OF THE SUM OF BID ITEMS SW-1 THROUGH SW-39)	---	LS	---	\$ _____
SW-41	DEMOBILIZATION FOR SEWER AND DRAINAGE WORK (MAXIMUM 2% OF THE SUM OF BID ITEMS SW-1 THROUGH SW-39)	---	LS	---	\$ _____

Bid Item No.	Bid Item Description	Estimated Quantity	Unit ¹	Unit Price	Extension
SW-42	ALLOWANCE FOR UNFORSEEN ENVIRONMENTAL WORK	---	AL	---	\$ 25,000.00
SW-43	ALLOWANCE TO PERFORM NECESSARY WORK DUE TO UNFORSEEN CONDITIONS RELATED TO SEWER WORK	---	AL	---	\$ 95,000.00
TOTAL BID PRICE (summation of above Bid Items):					\$ _____

¹Note: LS = Lump Sum; EA= Each; LF = Linear Feet; SF = Square Feet; TON = Tonage; CY = Cubic Yards; AL = Allowance

Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.

The City reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid. In case of discrepancy between the sum of Bid item amounts and the Total Bid Price, the sum of said amounts shall prevail. In the case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices Bid and extensions thereof, said unit prices shall prevail.

CONTINGENCY BID ITEMS: For Contingency Bid Items, it is possible that none, some, all, or more of the estimated quantity provided on the Schedule of Bid Prices will be used. No adjustment in unit price will be made, and subparagraphs 6.08B and 6.08C of the General Conditions shall not apply regardless of actual quantities encountered. Bidder shall not use Contingency Bid Items, Allowances, or deletable Bid Items to fulfill the LBE subcontracting participation goal. However, Bidder shall calculate its proposed LBE subcontracting participation using the Total Bid Price (Base Bid), which includes contingency bid items and all other items that contribute to the base bid amount. Refer to CMD Attachment 1, Part III, for more details.

MOBILIZATION BID ITEMS: Bidder agrees that (a) if the mobilization amount exceeds the limitation provided, the City will include the full line item amount in calculating the Total Bid Price, but will pay the excess amount over the course of the Contract based on the progress of the work, and (b) if the Bidder leaves the mobilization line item blank, the City will read the item as \$0 for purposes of calculating the Total Bid Price and the Bidder shall NOT be able to claim a clerical error on that basis.

Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of **90** days thereafter.

By signing the Bid Form, Contractor hereby certifies that it will perform 20% of the Contract Work with its own forces.

Department of Industrial Relations Registration: The undersigned further declares that the Bidder is compliant with the registration requirements of the California Department of Industrial Relations ("DIR") under California Labor Code section 1725.5, and that its registration with the DIR will be current as of the Bid date.

Time allowed for completion of all Work shall be as specified in Section 00 73 02, beginning with and including the official date of Notice to Proceed as established by the Director of the San Francisco Public Works.

Check if you are: <input type="checkbox"/> Certified Small-LBE (10% Discount) <input type="checkbox"/> Micro-LBE (10% Discount) <input type="checkbox"/> Certified SBA-LBE (5% Discount if applicable)	For certified LBE only (check applicable): * <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OBE
---	---

* **MBE** = Minority Business Enterprise, **WBE** = Women Business Enterprise, **OBE** = Other Business Enterprise

Executed on _____ 20 _____

Name of Firm, Corporation, Partnership or Joint Venture

E-mail Address

Signature of Bidder or Authorized Representative

Telephone Number

Print Name of Authorized Representative

Contractor's California License No.

Position in Firm or Corporation

License Expiration Date

Address of Firm or Corporation

S.F. Business Tax Registration
Certificate Number

City State Zip Code

Contractor's DIR Registration No.

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

END OF SECTION

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SECTION 00 43 13**BID SECURITY FORM**

Bidder shall have this Bid Bond form executed as indicated below unless Bid is accompanied by certified check.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned General Contractor as principal and the undersigned Surety as obligor, are held and firmly bound unto the City and County of San Francisco, a municipal corporation, as obligee, in the penal sum of _____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

That the General Contractor as principal is submitting a Bid for certain work to be performed for the said City and County of San Francisco described as follows:

PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT

(San Francisco Public Works Sourcing Event ID No. 0000003758)

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by said principal be accepted and the Contract be awarded to said principal and if said principal shall within a period of ten (10) days after such award enter into the Contract so awarded and file the required performance and payment corporate surety bonds certificates of insurance, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.

(Corporate Seal)

Name of Firm, Corporation, Partnership or Joint Venture

Principal

By: _____

(Corporate Seal)

Surety

I declare under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked power of attorney. Executed on [date]_____, in [City]_____, [State]_____, in conformance with the laws of the State of California.

Attorney-in-Fact

END OF SECTION

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SECTION 00 43 20**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact Olivia Barradas, SF Public Works, City and County of San Francisco, San Francisco Public Works, 49 S. Van Ness Avenue, Suite 800, San Francisco, CA 94103, telephone (628) 271-2469 or Olivia.Barradas@sfdpw.org.

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Note: The above form is part of the Bid. Signing the Bid Form (Section 00 41 00) shall also constitute signature of this form and Bidder acknowledges that information provided above is true and correct.

END OF SECTION

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SECTION 00 43 36

(This form replaces CMD FORM 2A)

PROPOSED SUBCONTRACTORS FORM

Date

Name of Firm, Corporation, Partnership, or Joint Venture

This Document implements listing requirements for (i) subcontractors who will perform work in excess of one-half of one percent of the Total Bid Price [Admin. Code § 6.21(a)(9) and California Public Contract Code §§ 4100 – 4114] and (ii) LBE subcontractors, suppliers and service contractors, regardless of the dollar amount of subcontract work [San Francisco Administrative Code Chapter 14B].

Important Notice: No subcontractor may be listed in a bid for a public works project unless registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]. An inadvertent listing of a subcontractor who is not registered under § 1725.5 will not be grounds for a bid protest or for determining a bid nonresponsive if the conditions set forth in Labor Code § 1771.1(c)(1) or (2) are met.

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

Bidder shall submit with its bid a subcontractor list using the form below. Bidder shall identify each subcontractor¹ who will perform work in an amount in excess of one-half of one percent of Bidder's Total Bid Price. If this project involves the construction of streets, highways, or bridges, Bidder shall submit with its bid a subcontractor list, using the form below, identifying each subcontractor who will perform work in excess of one-half of one percent of the Total Bid Price, or \$10,000, whichever is greater.

At a minimum, Bidder must provide the following information with its Bid for each listed subcontractor: (i) name and email [Box 2]; (ii) location of the place of business [Box 3]; (iii) portion of work that will be performed by the subcontractor [Box 4] and (iv) the current valid subcontractors license [Box 8]. In addition, for items or portions of work not fully subcontracted, e.g., indicated as "partial," Bidder must provide the amount of subcontract work [Box 10] either at the time of Bid or within 24 hours after Bid opening. Bidders may provide additional identifying information [e.g., Boxes 5, 6, 7 and/or 9] within 24 hours of Bid opening.

If the City cannot identify the intended subcontractor or portion of work based on the information provided by Bidder, or where Bidder provides conflicting information, the City may consider the subcontractor or portion of work unlisted for purposes of Public Contract Code § 4106. An "unlisted" determination may render a Bid non-responsive if the technical specifications require that the work in question be performed by a subcontractor. In addition, an "unlisted" determination may render a Bidder not responsible if Bidder is not qualified to self-perform the work in question.

[Note: For an LBE subcontractor who will perform work in an amount in excess of one-half of one percent of Bidder's Total Bid Price, or \$10,000, whichever is greater, Bidder shall provide a single listing for that subcontractor that complies with the requirements of this paragraph A and paragraph B, below.]

B. LBE Subcontractors, Suppliers and Service Contractors

Bidder's subcontractor list submitted with its Bid shall also identify each LBE subcontractor,² supplier and service contractor (regardless of dollar amount of subcontract) for whom Bidder seeks credit toward the LBE Subcontractor Participation Requirement. Bidder must provide the following information with its Bid for each LBE: (i) type of subcontractor [Box 1]; (ii) name and email [Box 2]; (iii) location of the place of business [Box 3]; (iv) portion of work that will be performed by the entity [Box 4]; (v) the current valid subcontractors license [Box 8]. and (vi) amount of subcontract work [Box 10]. Bidders may provide additional identifying information [e.g., Boxes 5, 6, 7, 9, 11 and/or 12] within 24 hours of Bid opening. Bidder's failure to provide the required minimum information with its Bid may result in a determination that

Bidder has not met the LBE Subcontractor Participation Requirement and, therefore, its Bid is non-responsive.

LBE subcontractors who are not registered with the DIR at time of bid may not be used to receive credit towards the LBE Subcontractor Participation Requirement. The ready-mix concrete hauler need not be listed as a subcontractor on the Proposed Subcontractors Form, EXCEPT when such hauler is used to meet the LBE Subcontracting Participation Requirement.

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

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

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Copy this page as needed to provide a complete listing.**Page _____ of _____**

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

Copy this page as needed to provide a complete listing.**Page _____ of _____**

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		EMAIL
3. ADDRESS		PHONE NO.
4. BID ITEMS/PORTION OF WORK		
5. DIR REGISTRATION NO.	6. SUPPLIER ID	7. FEDERAL ID NO.
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK APPLICABLE: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE	

* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise.

If this is the last page, complete the following:

LBE Subcontractor Participation Requirement for this Contract: _____%.

TOTAL LBE PARTICIPATION CLAIMED FOR BASE BID WORK: _____%

END OF SECTION

SECTION 00 45 13**BIDDER'S QUALIFICATIONS**

Refer to Section 00 21 13 (Instructions to Bidders – Contractor Bidder Qualifications) for instructions. Add additional sheets as necessary to demonstrate compliance with the requirements specified in Section 00 21 13.

1. BIDDER'S NAME:	
2. IS THIS A JOINT VENTURE? <input type="checkbox"/> Yes, <input type="checkbox"/> No; If "Yes," list name of each joint venture partner:	
3. FEDERAL ID NO.:	4. SF BUSINESS TAX REG. NO.:
5. NAME OF RESPONSIBLE MANAGEMENT OFFICER:	
6. DID BIDDER INSPECT THE PROJECT SITE? <input type="checkbox"/> Yes, <input type="checkbox"/> No; If "Yes," list name and phone of person who did the inspection:	
7. NAME:	8. PHONE NO:
9. NUMBER OF YEARS BIDDER'S ORGANIZATION HAS HAD EXPERIENCE IN WORK COMPARABLE WITH THAT REQUIRED UNDER THE PROPOSED CONTRACT: _____ Years as a General Contractor _____ Years as a Subcontractor	

10. RECENT WORK SIMILAR IN CHARACTER TO THAT REQUIRED IN THE PROPOSED CONTRACT, WHICH BIDDER HAS COMPLETED IN THE PAST 10 YEARS:

(a)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
CONTRACT SATISFIES: <input type="checkbox"/> Section 002113-1.11.B.2.a <input type="checkbox"/> Section 002113-1.11.B.2.b <input type="checkbox"/> Section 002113-1.11.B.2.c		
ROLE (Check One): <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:	TELEPHONE:	
BUSINESS ADDRESS:		

(b)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
CONTRACT SATISFIES: <input type="checkbox"/> Section 002113-1.11.B.2.a <input type="checkbox"/> Section 002113-1.11.B.2.b <input type="checkbox"/> Section 002113-1.11.B.2.c		
ROLE (Check One):	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
<input type="checkbox"/> General Contractor		
<input type="checkbox"/> Subcontractor		
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(c)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
CONTRACT SATISFIES: <input type="checkbox"/> Section 002113-1.11.B.2.a <input type="checkbox"/> Section 002113-1.11.B.2.b <input type="checkbox"/> Section 002113-1.11.B.2.c		
ROLE (Check One):	IF GENERAL CONTRACTOR, LIST NAMES OF MAJOR SUBCONTRACTORS EMPLOYED:	
<input type="checkbox"/> General Contractor		
<input type="checkbox"/> Subcontractor		
NAME OF OWNER'S REPRESENTATIVE:		
TITLE:		TELEPHONE:
BUSINESS ADDRESS:		

(Add sheets if necessary.)

11. LIST ALL CONTRACTS DURING THE PAST 10 YEARS FOR WHICH THE BIDDER, OR A MEMBER OF THE BIDDER'S ORGANIZATION, RECEIVED AN UNSATISFACTORY PERFORMANCE RATING, WAS CITED FOR OSHA VIOLATIONS OR FAILED TO COMPLETE WORK.

(a)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(b)

PROJECT:	NAME OF OWNER:
LOCATION: <i>Address, City, State</i>	
EXPLAIN:	

(Add sheets if necessary.)

12. LIST MAJOR CONSTRUCTION EQUIPMENT, FACILITIES OR AIDS THAT BIDDER REPRESENTS IT POSSESSES OR CAN OBTAIN IN TIME TO PERFORM THE WORK; INDICATING WHETHER OWNED OR RENTED AND WHERE OBTAINED:

EQUIPMENT	OWNED	LEASED	RENTED	RENTAL AGENT NAME	TELEPHONE
(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(d)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
(e)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

13. BIDDER REFERS TO THE FOLLOWING BANK(S) AS TO FINANCIAL RESPONSIBILITY OF BIDDER:

(a)

NAME OF BANK:	
BUSINESS ADDRESS:	
CONTACT NAME:	TELEPHONE:

(b)

NAME OF BANK:	
BUSINESS ADDRESS:	
CONTACT NAME:	TELEPHONE:

14. INSURANCE AND SURETY COMPANIES AND AGENTS WHO WILL PROVIDE THE REQUIRED INSURANCE AND BONDS ON THIS CONTRACT:

(a)

NAME OF COMPANY:	TYPE OF INSURANCE OR BOND:
BUSINESS ADDRESS:	
AGENT'S NAME:	TELEPHONE:

(b)

NAME OF COMPANY:	TYPE OF INSURANCE OR BOND:
BUSINESS ADDRESS:	
AGENT'S NAME:	TELEPHONE:

(Add sheets if necessary.)

Note: The above Bidder's Qualifications form is part of the Bid. Signing the Bid Form shall also constitute signature of this form.

By Signing the Bid Form, the Contractor permits the City to contact the Owner of each sample project submitted above.

END OF SECTION

SECTION 00 45 14**BIDDER'S SAFETY RECORD**

Refer to Section 00 21 13 Instructions to Bidders, Paragraph 1.11B Bidders Qualification Statement.

The Contractor's Responsibility includes its record of safe performance on construction projects, including, but not limited to, consideration of federal or state Occupational Safety and Health Administration ("OSHA") violations and work place fatalities, including OSHA citations under appeal in order for the City to find the entity to be Responsible and eligible for contract award.

Public Works' Safety Prequalification Form can be found in the digital version of these bid documents as a separate Microsoft Excel file titled "Safety Prequalification Form.xlsx". Bidders shall include the completed and signed Safety Prequalification Form along with all other associated documents with its bid package. See the Safety Prequalification Form for instructions.

Indicate if included with Bid:

- ☐ Safety Prequalification Form
- ☐ OSHA Form 300A
- ☐ Other documents as instructed on the Safety Prequalification Form (please list):

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

Bidder must submit this completed form with its Bid.

END OF SECTION

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SECTION 00 45 16**RELEASE AND WAIVER AGREEMENT****PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT**
(San Francisco Public Works Sourcing Event ID No. 0000003758)

This Release and Waiver Of Liability (hereinafter the "Release") is entered into between
The City and County of San Francisco through San Francisco Public Works and
_____, a Bidder.

RECITALS

1. The City and County of San Francisco through its Department of Public Works has issued Bid Documents for Sourcing Event ID No. 0000003758 with a requirement that Bidders submit certain information to demonstrate their qualifications to perform the Work for the PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT.
2. In accordance with the Bid Documents, Bidder has submitted information pertaining to its qualifications, including a list of projects and project owners/owner representatives as references for its qualifications.
3. The City seeks candid comments on the Bidder's performance on the listed projects from the owners and the owners' representatives.

RELEASE AND WAIVER

Bidder hereby fully and forever releases, exonerates, discharges, and covenants not to sue, the City, its commissions and boards, officers and employees, and all individuals and entities furnishing comments on Bidder's performance, from and for, and does hereby waive, any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise, arising out of information furnished about Bidder's performance on the projects that Bidder has identified pursuant to Recital number 2, above.

INTENDED BENEFICIARIES

The City, its commissions and boards, officers and employees and all individuals and entities furnishing any information relating to Bidder's qualifications are intended beneficiaries of this Release and Waiver and are entitled to enforce its terms.

Signature of Bidder or Authorized Representative

Title

Bidder's Name

Date

END OF SECTION

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SECTION 00 45 60**HIGHEST PREVAILING WAGE RATE CERTIFICATION**

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read the San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.

Bidder further acknowledges and certifies that, if awarded the Contract, Bidder will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Bidder is aware that failure to comply with such wage provision shall result in a forfeiture of back wages due plus the penalties as set forth in Labor Code section 1775, but not less than \$50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of San Francisco for a period of up to five years.

Bidder further attests by submitting the attached Bid Form, that Bidder will require from all of its subcontractors that they acknowledge having read San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq., and that they will comply with the same requirements under this Contract.

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.

Bidder must submit this certification with its Bid.

END OF SECTION

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SECTION 00 45 65**CERTIFICATE OF BIDDER REGARDING APPRENTICESHIP TRAINING PROGRAM**

I, the Bidder, by affixing my signature on the Bid Form, acknowledge that I have read San Francisco Administrative Code section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please **check** the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

- ☐ I am a signatory to a recognized apprenticeship or training program under chapter 4 of the California Labor Code as certified by the State of California Division of Apprenticeship Standards for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 days after the date of the City's written notification of award of the Contract:
(List Trades Here) _____

- ☐ I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to San Francisco Administrative Code section 6.22(n) and California Labor Code section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such progress payment request and that providing such evidence is a condition that I must meet in order for to qualify for payment by the City.
(List Trades Here) _____

Additionally, I attest that I will require each of my subcontractors to submit in accordance with Section 00 21 13 a completed and signed Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15). I acknowledge that, for subcontractor(s) who declare on said Section 00 49 15 that they have applied to become a signatory but have not been accepted and will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories, I must submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such request and that providing such evidence is a condition I must meet in order to qualify for payment by the City.

I also attest that I and all of my subcontractors will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the California Labor Code, division 3, chapter 4 (commencing at section 3070) and section 1777.5 and San Francisco Administrative Code section 6.22(n) and all requests by the City to provide proof that I and all subcontractors are in compliance with those requirements. I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually.

If the Contract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within 10 working days after the date of the City's written notification of award of the Contract.

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidder must submit this certification with its Bid.

END OF SECTION

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SECTION 00 45 70**CERTIFICATE OF BIDDER REGARDING
NONDISCRIMINATION IN CONTRACTS AND BENEFITS**

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will comply with chapter 12B "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (*please **check** the applicable box*):

- ☐ **COMPLIES:** The San Francisco Contract Monitoring Division ("CMD") has certified that Bidder is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of Bid opening.
- ☐ **COMPLIANCE PENDING:** Bidder has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Bidder agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.
- ☐ **NON-COMPLIANCE:** Bidder acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be the low Bidder, Bidder will submit Form CMD-12B-101 and all required documentation within 10 working days after the date of Bid opening. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

Note: The text chapter 12B of the San Francisco Administrative Code and Form CMD-12B-101 is available from the CMD, 1155 Market Street, 4th Floor, San Francisco 94103, telephone (415) 581-2310 and posted on the Web <http://sfgsa.org/index.aspx?page=6125>. Compliance with the requirements of Chapter 12B is a condition precedent to receiving a contract. Non-compliant Bidders are advised to submit Form CMD-12B-101 and accompanying documentation to the CMD at the earliest possible opportunity to avoid delays in obtaining certification with these requirements; waiting to file during the 10 day period after Bid opening could cause delays.

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.

Bidder must submit this completed form with its Bid.

END OF SECTION

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SECTION 00 45 78**CERTIFICATE OF BIDDER REGARDING CONTRACTING IN STATES
THAT ALLOW DISCRIMINATION**

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" ("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 individuals or have restrictive abortion laws ("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 submitting my Bid, 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 Bidder or Authorized Representative

Print Name of Authorized Representative

Position in Firm or Corporation

Notes:

- The text of Admin Code Chapter 12X and a list of Covered States is posted at this website:
<http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>.

Bidder must submit this completed form with its Bid.

END OF SECTION

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SECTION 00 45 80**NONCOLLUSION AFFIDAVIT**

TO THE DIRECTOR OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO

In accordance with California Public Contract Code section 7106 the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bid Form shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidder must submit this form with its Bid.

END OF SECTION

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SECTION 00 45 82**CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION***

The Bidder, by signing the attached Bid Form, under penalty of perjury, certifies that, except as noted below, the Bidder and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Bid been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Bidder is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Bid. The Bidder declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Bidder responsibility. For each exception noted above, Bidder shall indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

**Fulfills requirements of Title 49, CFR, Part 29*

Note: *The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.*

Bidder must submit this completed form with its Bid.

END OF SECTION

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FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form must be completed and submitted with the bid EVEN IF the LBE Subcontractor Participation Requirement has been met (Section 14B.8 of the San Francisco Administrative Code). Bidders may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>.

SECTION A

Under Section 14B.8(B) of the Administrative Code, if a bid demonstrates total LBE participation that exceeds by 35% the established LBE Subcontractor Participation Requirement for the project, the bidder will not be required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime bidder may count its own Contract Work toward the 35% good faith efforts exception. **PLEASE SEE EXAMPLE IN CMD ATTACHMENT 1, SECTION 1.02B.**

Does your bid demonstrate that you have exceeded the established LBE Subcontractor Participation Requirement by 35% or more in accordance with Section 14B.8(B)? ☐ YES* ☐ NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

** Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that bidder did not exceed the LBE Subcontractor Participation Requirement by at least 35% and bidder either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its bid as required by Section B, items 2 and 4, below, then bidder's bid will be declared non-responsive and will be rejected.*

**Note: "LBE" refers to Small and Micro-LBEs only, unless the Project Specifications allow for SBA-LBE subcontractors to count towards the LBE Subcontractor Participation Requirement.*

SECTION B

All bidders that do not qualify for the exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

SUPPORTING DOCUMENTATION FOR ITEMS 2 AND 4, BELOW, MUST BE SUBMITTED WITH THE BID. SUPPORTING DOCUMENTATION FOR ITEM 5 AND 6, BELOW, SHALL BE SUBMITTED BY THE APPARENT LOW BIDDER BY 5:00 P.M. ON THE FIFTH BUSINESS DAY FOLLOWING BID OPENING. Bidders may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>.

A bidder must achieve at least 80 points, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A bidder who fails to achieve at least 80 points will be declared non-responsive, and the bid will be rejected. Please check "yes" or "no" for each item listed below.

1. Did your firm attend the pre-bid meeting scheduled by the City to inform all bidders of the LBE program requirements for this project? If the City does not hold a pre-bid meeting, all bidders will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the bid, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Daily Pacific Builder, Daily Construction Service, San Francisco Builder's Exchange, Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, you must <u>enclose a copy of the advertisement with your bid.</u> The advertisement must provide LBEs with adequate information about the plans, specifications, and requirements for the work.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>If the City gave public notice of the project less than 15 calendar days prior to the bid due date, no advertisement is required, and all bidders will receive 10 points.</p>		
<p>3. Did your firm identify and select trades (as categorized in CMD's LBE Directory) to meet the LBE Subcontractor Participation Requirement? If so, please identify the trades below:</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) identified by trade (see #3 above), not less than 10 calendar days prior to the due date of the bid? If so, you must <u>include such documentation with your bid (i.e. phone logs, emails, faxes and/or etc.) to verify that contacts were made.</u> The purpose of contacting LBE firms is to provide notice of interest in bidding for this project.</p> <p>A bidder who contacts those LBE firms certified in the trades identified, not less than 10 calendar days prior to due date of the bids, will receive up to 45 points. If a bidder does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified trade that is not contacted.</p> <p>a. If there are less than 25 firms within an identified trade, a bidder should contact all of them.</p> <p>b. If there are 25 or more firms within an identified trade, a bidder should contact at least 25 firms within such identified trade.</p> <p>If a bidder does not contact any LBE firms, the bidder will receive no points.</p> <p>When contacting LBEs, you should provide adequate information about the plans, specifications, and requirements for the work.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the bid due date, the allocation of points above still applies, except that the bidder may contact those LBE firms certified in the trades identified less than 10 calendar days prior to the due date of the bid.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs*? If applicable, your follow-up contact with interested LBEs should provide information on the City's bonding and financial assistance programs.</p> <p><u>The apparent low bidder shall submit with its CMD 5-day submittal package,</u> documentation (i.e. phone logs, emails, faxes and/or etc.) to verify that <u>follow-up</u> contacts were made.</p> <p>For each interested LBE firm that the bidder does not follow-up with, a point will be deducted.</p> <p>A bidder who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>* "Interested LBE" shall mean an LBE firm, contacted by the bidder pursuant to Item #4 above, that expresses interest in being a subcontractor/supplier to the bidder.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. The apparent low bidder shall submit the following documentation with its CMD 5-Day Submittal Package:</p> <p>(1) Copies of all written bids submitted, including those from non-LBEs;</p> <p>(2) If oral bids were received, a list of all such bids, including those from non-LBEs. The trade and dollar amounts for each such bid must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subcontractors for each trade. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids.</p>		



Pursuant to Section 14B.8(E) of the Ordinance, all bidders shall maintain the documentation described under this item for three years following submission of the bid or completion of the contract, whichever is later.

SECTION C

If a Small or Micro-LBE prime bidder checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts exception, such Small or Micro-LBE prime bidder must indicate the total value of Contract Work that bidder will perform with its own forces in the space below:

\$

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____

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SECTION 00 49 00**SUPPLEMENTARY BIDDING FORMS CHECKLIST**

To be submitted after bid opening for:

PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(San Francisco Public Works Sourcing Event ID No. 0000003758)

- A. No later than 5 working days after the date of the City's notification of the bid results, the apparent low Bidder, and any other Bidder so requested, shall submit completed and properly signed the following CMD Forms to CMD Compliance Officer:

- ☐ FORM 3: CMD Non-Discrimination Affidavit.
- ☐ FORM 6: CMD LBE Subcontractor Participation Affidavit.
- ☐ FORM 6A: CMD LBE Trucking Form.

Submit above forms by email to: Ivan.Oldenkamp@sfgov.org with the subject line "Supplementary Bidding Forms for PW Various Locations Pavement Renovation No. 52 and Sewer Replacement."

- B. Within ten (10) working days after date of the City's notification of the lowest Bidder the apparent low Bidder and any other Bidder so requested shall submit the following completed forms and additional sheets as necessary:

- ☐ Experience Statement (Section 00 49 12).

Submit above forms by email to: Ramon.Kong@sfdpw.org with the subject line "Supplementary Bidding Forms for PW Various Locations Pavement Renovation No. 52 and Sewer Replacement."

- ☐ Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension (Section 00 49 14), completed by each subcontractor, lower-tier subcontractor and supplier for lower tier covered transactions of \$25,000 or more.
- ☐ Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15).

Submit above forms to ContractAdmin.Staff@sfdpw.org with the subject line "Supplementary Bidding Forms for Sourcing Event ID No. 0000003758."

- C. Escrow Bid Documents: Within **ten (10) working days** after receiving notification of the award of Contract, Contractor shall submit a set of Escrow Bid Documents accompanied by a signed original Escrow Bid Documents Declaration form (Section 00 49 16) in a sealed container in accordance with Section 00 22 30 - Escrow Bid Documents

- D. Local Hiring Requirements: The Office of Economic and Workforce Development (OEWD) administers the City's Local Hiring requirements and are located at One South Van Ness Ave., 5th Floor, San Francisco, CA 94103. Contractors shall utilize the City's online Project Reporting System (PRS) and submit Local Hiring forms, as applicable, to OEWD within **ten (10) working days** of notice of Award. Refer to Section 00 73 30 for Local Hiring forms required to be submitted after Award of

Contract. Should the Contractor not submit the required forms in the timeline specified, the Contractor may be found unresponsive and the Award of Contract may be rescinded.

Submit Local Hiring forms to Chris.Vergara@sfdpw.org with the subject line "Local Hiring Forms for Sourcing Event ID No. 0000003758."

- E. Should the Contractor not submit the required forms in the timeline specified, the Contractor may be found unresponsive and the Award of Contract may be rescinded.

END OF SECTION



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

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

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

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FORM 6: CMD LBE SUBCONTRACTOR PARTICIPATION AFFIDAVIT

This affidavit is to be completed by each LBE subcontractor or supplier (including lower tier subcontractors) and submitted to the apparent low bidder. The apparent low bidder shall submit the completed affidavits and copies of the subcontractors' or suppliers' bid quotations to the CMD no later than 5:00 p.m. on the fifth business day following the Bid opening. Subcontractor may attach additional sheets if more space is needed to provide complete information.

Contract Number: _____ Contract Name: _____

Name of Bidder: _____

Name of LBE Sub or Supplier: _____

License #: _____ Scope of work: _____

1. _____ verify that _____ bid to
Name of LBE Owner/Representative LBE Firm

the above referenced Bidder for subcontracting work in the amount of \$ _____ and have
been offered a subcontract in that amount.

2. Please list major vendors/suppliers of goods/services for this project:

Name	Phone	Product(s)	\$ Amount
			\$
			\$
			\$

3. Please describe scope(s) of work:

4. Check one:

☐ We will NOT subcontract out ANY portion of our work to another subcontractor.

☐ We WILL subcontract out _____% of our work
to: _____

Firm

in the amount of \$ _____. This business is: ☐ LBE Certified ☐ Not LBE Certified.

5. ☐ I have enclosed a copy of my Firm's Bid Quotation.

I declare, under penalty of perjury, that the above information is true and correct and that our firm is a bona fide, certified LBE as defined under Chapter 14B of the San Francisco Administrative Code.

LBE Owner/Authorized Representative (Signature)

Date

Name and Title (Print)

Phone

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FORM 6A: CMD LBE TRUCKING FORM

This form is to be completed by apparent low bidder to describe the complete scope of trucking work to be performed for the contract and submitted to the CMD by 5 p.m. on the fifth day following Bid opening.

Contract Number: _____ Contract Name: _____

SECTION 1. TRUCKING ESTIMATE

Products to be Hauled:		
Type of equipment needed/indicate maximum Number of trucks needed per day:		
Quantity of product to be hauled:		
Estimated quantity per truckload:		
Estimated number of truckloads:		
Products to be hauled from (give point of origin):		
Estimated Number of truck hours per trip:		
Trucking Rate:		
Estimate of total trucking (Number of loads times hours per trip times trucking hourly rate):		

If an assigned Trucker is being paid for Administrative Work (i.e. Dispatcher), Describe and State Amount to be Paid:

Is this assigned Trucking firm an LBE or Non-LBE firm, specify:

☐ LBE ☐ Non-LBE

Total Dollar Amount Committed to LBE Truckers: \$ _____

* Disposal fee and equipment rental fee will not be counted towards meeting the LBE trucking dollars amount.

SECTION 2. TRUCKING AND HAULING FIRMS

List below CMD certified LBE trucking and hauling firms that will be utilized on this project. *Photocopy this form for additional truckers and provide the requested information for each LBE trucker.*

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	



Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

I declare, under penalty of perjury that I am the owner or authorized representative of this firm and that the foregoing is true and correct.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone Date

SECTION 00 49 12**EXPERIENCE STATEMENT**

Refer to Section 00 21 13 (Instructions to Bidders – Contractor Bidder Qualifications) for instructions. Add additional sheets, as necessary, to demonstrate compliance with the requirements specified in Section 00 21 13. RESUMES WILL NOT BE ACCEPTED IN LIEU OF COMPLETED EXPERIENCE STATEMENT FORMS.

1. EXPERIENCE FOR (CHECK ONE):		<input type="checkbox"/> Sewer Subcontractor ; <input type="checkbox"/> CIPL Subcontractor; <input type="checkbox"/> OCS Subcontractor; <input type="checkbox"/> Traffic Control Subcontractor ; <input type="checkbox"/> PSR Representative; <input type="checkbox"/> Unforeseen Hazardous / Contaminated Material Subcontractor; <input type="checkbox"/> Project Manager ; <input type="checkbox"/> Project Superintendent; <input type="checkbox"/> Key Team Member ; <input type="checkbox"/> Subcontractor	
2. PROJECT POSITION OR SUBCONTRACTOR WORK:			
3. NAME OF PROPOSED PERSON OR SUBCONTRACTOR:		4. TELEPHONE:	
5. BUSINESS ADDRESS:			
6. NUMBER OF YEARS WITH BIDDING CONTRACTOR:		7. TOTAL NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION INDUSTRY:	
8. IS PROPOSED PERSON EMPLOYED BY BIDDER? <input type="checkbox"/> YES; <input type="checkbox"/> NO; IF "NO", LIST NAME AND PHONE OF EMPLOYER:			
9. NAME OF EMPLOYER:		10. TELEPHONE:	

Project Experience:

(a)

PROJECT NAME:	
POSITION OR SCOPE OF WORK:	
DATES SPENT AT PROJECT:	PROJECT COST: \$
DESCRIPTION OF POSITION OR SCOPE OF WORK:	
NAME OF OWNER'S REPRESENTATIVE:	
TITLE:	TELEPHONE:
BUSINESS ADDRESS:	

(b)

PROJECT NAME:	
POSITION OR SCOPE OF WORK:	
DATES SPENT AT PROJECT:	PROJECT COST: \$
DESCRIPTION OF POSITION OR SCOPE OF WORK:	
NAME OF OWNER'S REPRESENTATIVE:	
TITLE:	TELEPHONE:
BUSINESS ADDRESS:	

(c)

PROJECT NAME:	
POSITION OR SCOPE OF WORK:	
DATES SPENT AT PROJECT:	PROJECT COST: \$
DESCRIPTION OF POSITION OR SCOPE OF WORK:	
NAME OF OWNER'S REPRESENTATIVE:	
TITLE:	TELEPHONE:
BUSINESS ADDRESS:	

(d)

PROJECT NAME:	
POSITION OR SCOPE OF WORK:	
DATES SPENT AT PROJECT:	PROJECT COST: \$
DESCRIPTION OF POSITION OR SCOPE OF WORK:	
NAME OF OWNER'S REPRESENTATIVE:	
TITLE:	TELEPHONE:
BUSINESS ADDRESS:	

(e)

PROJECT NAME:	
POSITION OR SCOPE OF WORK:	
DATES SPENT AT PROJECT:	PROJECT COST: \$
DESCRIPTION OF POSITION OR SCOPE OF WORK:	
NAME OF OWNER'S REPRESENTATIVE:	
TITLE:	TELEPHONE:
BUSINESS ADDRESS:	

Copy this page as needed to provide a complete listing.

END OF SECTION

SECTION 00 49 14**CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER
REGARDING DEBARMENT AND SUSPENSION***

I, _____, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Bidder responsibility. For each exception noted above, indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

**Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more)*

Submit this completed form within seven (7) working days after date of the City's notification of the lowest Bidder to: Contract Administration Division, San Francisco Public Works, 49 South Van Ness Avenue, Suite 1600, San Francisco, California 94103.

END OF SECTION

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SECTION 00 49 15**CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM**

I, _____, by affixing my signature hereto, acknowledge that I have read San Francisco Administrative Code section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please **check** the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

- ☐ I am a signatory to a recognized apprenticeship or training program under chapter 4 of the California Labor Code as certified by the State of California Division of Apprenticeship Standards for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within seven (7) days after the date of the City's written notification of award of the Contract:

(List Trades Here) _____

- ☐ I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to San Francisco Administrative Code section 6.22(n) and California Labor Code section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments for all progress payment requests for payment for Work on the Project submitted by the Bidder (General Contractor) to the City starting with the second such progress payment request. Further, I acknowledge that my providing such evidence for the Bidder (General Contractor) to submit to the City with its progress payment request(s) is a condition that I must meet in order for the Bidder (General Contractor) to qualify for payment by the City.

(List Trades Here) _____

I also attest that I will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the California Labor Code, division 3, chapter 4 (commencing at section 3070) and section 1777.5 and San Francisco Administrative Code section 6.22(n) and all requests by the City to provide proof that I am in compliance with those requirements.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually.

Complete and deliver this declaration form as specified in Section 00 21 13 – Instructions to Bidders to San Francisco Public Works, Contract Administration Division, 49 South Van Ness Avenue, Suite 1600, San Francisco, CA 94103. If the subcontract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within seven (7) working days after the date of the City's written notification of award of the Contract.

Bidder's Name

Name of Signer

Subcontractor's Name

Title of Signer

Subcontractor's Street Address

Signature of Subcontractor or Authorized Representative

Subcontractor's City, State, ZIP

Date

Subcontractor's Telephone No.

END OF SECTION

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SECTION 00 49 16**ESCROW BID DOCUMENTS DECLARATION**

I, _____, hereby declare under penalty of perjury pursuant to the laws of the State of California that the Bid documentation contained herein constitutes all the information used in preparation of the Bid and that I have personally examined these contents and have found that this Bid documentation is complete and that no other Bid documentation is known to me which is necessary to consider in resolving disputes or claims.

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

Date

END OF SECTION

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SECTION 00 49 18**REQUEST FOR SUBSTITUTION (RFS)**

This form must be submitted no later than 10 calendar days prior to the date for opening bids. Refer to Section 00 21 13 (Instructions to Bidders – Substitutions) for instructions. If the successful Bidder wishes to propose an “or equal” or other substitutions after Bid Opening, said Bidder must make such request within 10 calendar days after the date of Award. Refer to Division 1, Section 01 25 13, for requirements for obtaining approval of substitutions. *Submit this completed form and necessary data substantiating a request for a substitution to Project Engineer/Architect.*

Contract No.: _____ RFS No. _____
Project Name: _____
Spec. Section: _____ Paragraph(s): _____
Drawing Sheet: _____ Detail(s): _____

Proposed Substitution: _____

Manufacturer: _____

Address/Phone: _____

Trade Name/Model No.: _____

On-Site Representative: _____

Address/Phone: _____

Installer: _____

Address/Phone: _____

Product History: ☐ New ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

(a) Differences between proposed substitution and specified product (Attach required point by point comparative data):

(b) Reason for not providing specified item: _____

(c) Similar installation where proposed substitution has been used
(Project/Address/Architect/Owner/Date Installed):

(d) Proposed substitution affecting other parts of Work: ☐ No ☐ Yes: Explain _____

(e) Changes or modifications needed to coordinate other parts of the Work that will be necessary to accommodate the proposed substitution:

(f) Savings to City for accepting substitution: _____ (\$ _____)

(g) Proposed substitution changes Contract Time: ☐ No ☐ Yes:

If "Yes" ☐ Add ☐ Deduct _____ calendar days.

(h) Supporting data attached: ☐ Product Data ☐ Drawings ☐ Test Reports ☐ Samples
☐ Other: _____

The undersigned certifies that:

1. The proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. The proposed substitution conforms in all respects to the requirements of the Contract Documents and is appropriate for the applications intended.
3. The same warranty will be furnished for proposed substitution as for specified product.
4. The proposed substitution will not affect or delay progress schedule.
5. The cost data as stated above is complete. There shall be no claims to the City for additional costs related to an accepted substitution.
6. The proposed substitution does not affect dimensions and functional clearances.
7. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Attachments _____

CITY'S REVIEW AND ACTION

- ☐ Substitution accepted - Make submittals in accordance with Division 1.
- ☐ Substitution accepted as noted - Make corrections and submit in accordance with Division 1.
- ☐ Substitution rejected - Use specified materials and equipment.
- ☐ Substitution Request received too late - Use specified materials.

Signed _____ Date _____

Note: The City's acceptance of Contractor's submittal of shop drawings, product data, or samples supporting this Substitution Request shall not constitute approval of submittals which do not conform to the requirements of the Contract Documents.

Additional Comments: _____

END OF SECTION

SECTION 00 52 00**AGREEMENT FORM**

THIS AGREEMENT made for the convenience of the parties _____ day of _____
this _____
20 _____ by and between _____ located at _____
_____ ("CONTRACTOR"), and the City and County
of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the
San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and
County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the _____ day of _____,
20____, under AWARD OF FORMAL CONTRACT ORDER NO. _____, as
more fully appears in the formal record of the DIRECTOR:

**PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(San Francisco Public Works Contract No. 10000_____)**

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 DIRECTOR, 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 DIRECTOR.

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 **575** consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, 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.

- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

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 on the Bid Form (Section 00 41 00):

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance specified.

Total awarded contract amount: \$_____.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

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

ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e).

- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, 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 Works, City and County of San Francisco, Nicolas King, 49 South Van Ness Avenue, Suite 1100, San Francisco, CA, 94103 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:
- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

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 or email and shall be addressed as follows:
- To CITY:** [Name or Title of Department Contact Person]
[Name of Department]
[Mailing Address]
[Email Address]
- To CONTRACTOR:** [Name of Contractor]
[Company]
[Mailing Address]
[Email Address]
- 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 – TERMINATION AND SURVIVAL

- 6.01 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).
- 6.02 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.

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 included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

Principal

BY: _____

Title

CITY:

Recommended By:

Project Manager: _____

Division Manager: _____

Deputy Director: _____

Approved as to form:
DENNIS J. HERRERA
City Attorney

APPROVED:

Director

By: _____
Deputy City Attorney

END OF SECTION

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SECTION 00 61 13**PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND FORM**

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

hereinafter designated as the "Principal", a Contract by COMMISSION RESOLUTION NO. _____, adopted _____, 20____ for:

**PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT
(San Francisco Public Works Contract No. 10000_____)**

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

(PERFORMANCE BOND)

and

(PAYMENT BOND)

lawful money of the United States 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.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this ____ day of _____, 20____, 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 _____

By: _____

Surety _____

By: _____

END OF SECTION

SECTION 00 63 30**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, whose address is 49 South Van Ness Avenue, Suite 1600, San Francisco, California 94103, hereinafter called "City",

_____ whose address is _____

_____, hereinafter called "Contractor"

and _____

whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the construction contract entered into between the City and Contractor for PW VARIOUS LOCATIONS PAVEMENT RENOVATION NO. 52 AND SEWER REPLACEMENT (San Francisco Public Works Contract No. 10000_____) in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of substitution shall be equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of CITY AND COUNTY OF SAN FRANCISCO, and shall designate Contractor as the beneficial owner.
2. The City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this Contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice Escrow Agent from the City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and Contractor pursuant to sections 5 to 8, inclusive, of this Escrow Agreement, and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing are as follows:

a. On behalf of the City:

(Title)

(Address)

(Name)

(City, State, Zip Code)

b. On behalf of Contractor:

(Title)

(Address)

(Name)

(City, State, Zip Code)

c. On behalf of Escrow Agent:

(Title)

(Address)

(Name)

(City, State, Zip Code)

(Escrow Account No. _____)

At the time the Escrow Account is opened, the City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY AND COUNTY OF
SAN FRANCISCO:

Recommended: _____

Title

By: _____
Director

Approved as to form:
Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

ESCROW AGENT:

(Title)

(Name)

(Signature)

CONTRACTOR:

(Title)

(Name)

(Signature)

Note: Contractor shall submit 4 original executed copies of this document to the Awarding Agency.

END OF SECTION

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SECTION 00 72 00

GENERAL CONDITIONS
(August 2015)

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GENERAL CONDITIONS (August 2015)

[Note: Paragraphs with major revisions are identified with a vertical bar on the right side.]

ARTICLE 1 - GENERAL

1.01 DEFINITIONS

A. Wherever a word or phrase defined below, or a pronoun used in place thereof, is used in the Contract Documents (as defined in Paragraph 1.02), it shall have the meaning set forth in this Paragraph 1.01. References to related Paragraphs or Documents are provided for convenience but not to exclude other Paragraphs or Documents where such terms may be used. The colon (":") is employed in this Paragraph as a symbol for "shall mean". A colon also may be employed in these General Conditions or elsewhere in the Contract Documents to set off a paragraph title or heading from the text that follows or as a punctuation mark in a sentence to direct attention to the matter that follows.

1. **Accepted, Approved:** Accepted or approved, or satisfactory for the Work, as determined in writing by the City, unless otherwise specified. Where used in conjunction with the City's response to submittals, requests, applications, inquiries, proposals and reports by Contractor, the term "approved" shall be held to limitations of the City's responsibilities and duties as specified in these General Conditions. In no case shall the City's approval be interpreted as a release of Contractor from its responsibilities to fulfill the requirements of the Contract Documents or a waiver of the City's right under the Contract.

2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which make changes, additions or deletions to the Bid Documents. Refer to Section 00 21 13, Instructions to Bidders.

3. **Agreement:** The Agreement or Contract between the City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided herein. The Contract is fully executed upon certification by the Controller of the City and County of San Francisco as to the availability of construction funds. Refer to Section 00 52 00, Agreement Form.

4. **Alternate Bid Item:** A Bid item that may be added to or deducted from the Total Bid Price to meet Project construction budget requirements.

5. **Application for Payment:** Written request submitted by Contractor to City for payment of Work completed in accordance with the Contract Documents and approved schedule of values. Refer to Article 9, Payments and Completion.

6. **Approved Equal:** Approved in writing by the City as being of equivalent quality, utility and appearance. Equivalent means equality in the opinion

of the City Representative. The burden of proof of equality is the responsibility of Contractor. Refer to Division 01 for procedures for proposing substitutions.

7. **Bid, Bid Documents:** Refer to Section 00 21 13, Instructions to Bidders.

8. **Bidding Requirements:** The Sections listed in Section 00 01 10, Table of Contents, under the heading "Procurement Requirements."

9. **Bonds:** Bid, performance and payment (labor and materials) bonds and other instruments of security acceptable to the City. Refer to Paragraph 10.02, Performance Bond and Payment Bond, and Sections 00 43 13 and 00 61 13 for Bond forms.

10. **Bulletin:** Refer to "Field Order."

11. **By Others:** Work on this Project that is outside the scope of Work to be performed by Contractor under this Contract, but that will be performed by the City, other contractors, or other means and at other expense.

12. **Change Order:** A written instrument prepared by the City issued after the effective date of the Agreement and executed in writing by the City and Contractor, stating their agreement upon all of the following: (i) a change in the Work; (ii) the amount of the adjustment in the Contract Sum, if any; (iii) the extent of the adjustment in the Contract Time, if any; and (iv) an amendment to any other Contract term or condition. Refer to Article 6, Clarifications and Changes in the Work.

13. **Change Order Request (COR):** Refer to Paragraph 6.03, Change Order Requests and Proposed Change Orders.

14. **City:** The City and County of San Francisco, California, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term "Owner" means the City and its authorized agent or representative.

15. **City Representative:** The authorized on-Site representative of the City, as identified at the pre-construction conference convened by the City, in the performance of on-Site inspection and administration of the Contract. All liaisons between the City and Contractor shall be directed through the City Representative.

16. **Claim:** A written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, an adjustment in the Contract Sum or Contract Time, or both, or other relief with respect to the Contract Documents, including a determination of disputes or matters in

question between the City and the Contractor arising out of or related to the Contract Documents of the performance of the Work, which is submitted in accordance with the requirements of the Contract Documents. Refer to Article 13.

17. Clarification: A document consisting of supplementary details, instructions or information issued by the City which clarifies or supplements the Contract Documents. Clarifications do not constitute a change in Contract Work, Contract Sum or an extension of Contract Times unless requested by Contractor and approved by the City in accordance with the Contract Documents. Refer to Article 6, Clarifications and Changes in the Work.

18. Code: The latest editions of the San Francisco Municipal Code, as well as any State of California, Federal, or local law, statute, ordinance, rule or regulation having jurisdiction or application to the Project.

19. Commission: Refers to the Contract awarding authority for City departments with boards or commissions (i.e., the San Francisco Public Utilities Commission, the San Francisco Recreation and Park Commission, the San Francisco Port Commission, the San Francisco Airport Commission, or the Board of Directors of the San Francisco Municipal Transportation Agency, as appropriate). Refer to Section 00 52 00, Agreement Form.

20. Contract: Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.

21. Contract Documents: Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.

22. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by the City to Contractor for the performance of the Work under the Contract Documents. Refer to Section 00 52 00, Agreement Form.

23. Contract Time(s): The number of consecutive days as stated in Section 00 73 02 to: (i) achieve Substantial Completion; (ii) complete the Work so that it is ready for final acceptance as evidenced by the City's issuance of written acceptance as required by section 6.22(k) of the San Francisco Administrative Code; and (iii) achieve any interim Milestones specified in the Contract Documents.

24. Contracting Requirements: The Contracting Requirements establish the rights and responsibilities of the parties and include these General Conditions (Section 00 72 00) and the Sections as listed under Contracting Requirements in the Table of Contents (Section 00 01 10).

25. Contractor: The person or entity with whom the City has executed the Agreement and identified as such therein and referred to throughout the Contract Documents as if singular in number and

neuter in gender. The term "Contractor" means Contractor or its authorized representative.

26. Critical Path: A continuous chain of activities with zero float running from the start event to the finish event in the schedule.

27. Critical Path Method (CPM): Refers to the critical path method scheduling technique.

28. Day: Reference to "day" shall be construed to mean a calendar day of 24 hours, unless otherwise specified.

29. Default: Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.

30. Delivery: In reference to an item specified or indicated shall mean for the Contractor and/or Supplier to have delivered and to unload and store with proper protection at the Site. Refer to Paragraph 9.03, Progress Payments, for delivery to another (off-Site) location.

31. Department Head: The contracting officer for the Contract (i.e., the General Manager of the San Francisco Public Utilities Commission, the Director of San Francisco Public Works, the Executive Director of the Port of San Francisco, the General Manager of the San Francisco Recreation and Parks Department, the Director of Transportation of the San Francisco Municipal Transportation Agency, or the Director of the San Francisco International Airport, as appropriate), or his/her designee, acting directly or through properly authorized representatives, agents, and consultants, limited by the particular duties entrusted to them. Refer to Section 00 52 00, Agreement Form.

32. Designated, Determined, Directed: Required by the City, unless otherwise specified. Refer to Paragraph 2.01, Administration of the Contract.

33. Differing Conditions: Refer to Paragraph 3.03, Unforeseen or Differing Conditions.

34. Division: A grouping of sections of the Specifications describing related construction products and activities. Refer to Section 00 01 10, Table of Contents, for a listing of Division and section numbers and titles.

35. Drawings: The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

36. Effective Date of the Agreement: The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed by the last of the two parties to sign, or when the Controller of the City and County of San Francisco certifies the availability of funds, whichever is later.

37. Field Order: A written order issued by the City which provides instructions or requires minor

changes in the Work but which does not involve a change in the Contract Sum or the Contract Time. Refer to Paragraph 6.02, Request for Information, Clarifications and Field Orders.

38. Final Completion: The date of written acceptance of the Work by the City, issued in accordance with section 6.22(k) of the San Francisco Administrative Code, when the Contract Work has been fully and satisfactorily completed in accordance with the Contract Documents.

39. Force Account Work: Change Order Work to be paid for on the basis of direct costs plus markup on direct costs for overhead and profit as provided in Paragraph 6.07, Force Account Work.

40. Furnish: Purchase and deliver to the Site, including proper storage only; no installation is included. The term "Furnish" also means to supply and deliver to the Site.

41. General Requirements: The General Requirements include all Documents in Division 1, and govern the execution of the Work of all sections of the Specifications.

42. Guarantee To Repair Period: The period specified in Paragraph 8.03 or Division 1 during which Contractor must correct Non-conforming Work.

43. Indicated: Shown or noted on the Drawings or written in the Specifications.

44. Install: Apply, connect or erect items for incorporation into the Project; Furnishing or Supplying is not included. The term "Install" also describes operations at the Site, including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

45. Installer: A person engaged by Contractor, its Subcontractor or Lower-Tier Subcontractor for performance of a particular element of construction at the Site, including installation, erection, application and similar required operations.

46. Item: A separate, distinct portion of the whole Work, which may comprise material, equipment, article, or process.

47. Lower-Tier Subcontractor or Supplier: A person or entity who has a direct contract with a Subcontractor or Supplier, or with another Lower-Tier Subcontractor or Supplier, to perform a portion of the Work at the Site or to furnish materials or equipment to be incorporated in the Work by Contractor, Subcontractor or Lower-Tier Subcontractor, as applicable.

48. Milestone: A principal date or time specified in the Contract Documents relating to an intermediate event prior to Substantial Completion.

49. Modification: A document incorporating one or more Change Orders approved by the City to comply with the Certification by Controller require-

ments of the City's Charter as stated in Section 00 52 00.

50. Non-conforming Work: Work that is unsatisfactory, faulty, defective, omitted, incomplete or deficient; Work that does not conform to the requirements of the Contract Documents; Work that does not meet the requirements of inspection, reference standards, tests, or approval referred to in the Contract Documents; or Work that has been damaged or disturbed by Contractor's operations contrary to the Contract Documents prior to Final Completion.

51. Notice of Default: Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.

52. Notice of Potential Claim: Refer to Paragraph 13.02, Notice of Potential Claim.

53. Notice of Substantial Completion: The written notice issued by the City to Contractor acknowledging that the Work is Substantially Complete as determined by the City. Said Notice shall not be considered as final acceptance of any portion of the Work or relieve Contractor from completing the punch list items attached to said Notice within the specified time and in full compliance with the Contract Documents.

54. Notice to Proceed or "NTP": The written notice issued by the City to Contractor authorizing Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. The Contract Documents may specify more than one NTP applicable to different phases of the Work.

55. Owner: Refer to "City."

56. Paragraph: A paragraph under an Article of these General Conditions. Refer to "General Conditions-Table of Contents" for a listing of Article and Paragraph numbers and titles.

57. Partial Utilization: Right of the City to use a portion of the Work prior to Substantial Completion of the Work.

58. Project: Refer to "Work".

59. Project Manual: The bound written portion of the Contract Documents prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which consists of the Procurement and Contracting Sections and Specification Sections and may include schedules, is contained in Section 00 01 10, Table of Contents.

60. Proposed Change Order (PCO): A document prepared by the City requesting a quotation of cost or time from Contractor for additions, deletions or revisions in the Work initiated by the City or Contractor.

61. Provide: Furnish and Install or Supply and Install complete in place at the Site.

62. Punch List / Final Completion: A punch list prepared by the City identifying deficient Items to be corrected by Contractor prior to Final Completion. Refer to Paragraph 9.09, Final Completion and Final Payment.

63. Punch List / Substantial Completion: The list provided by the City identifying Items that shall be corrected or completed before the City considers the Work Substantially Complete. Refer to Paragraph 9.08, Substantial Completion.

64. Quality Assurance (QA): All those planned and systematic actions necessary to provide adequate confidence that a Quality Control Program has been applied.

65. Quality Control (QC): Those actions that control and measure the characteristics of an item, process, or facility against established requirements to ensure that a product or service will satisfy given requirements for quality.

66. Reference Documents: Refer to Section 00 21 13, Instructions to Bidders, and Section 00 31 00 for identification of Reference Documents, if any.

67. Regular Working Hours: 7:00 a.m. to 5:00 p.m., Monday through Friday, except City legal holidays.

68. Request for Information (RFI): A document prepared by Contractor requesting information from the City regarding the Project or Contract Documents.

69. Request for Substitution (RFS): A request from Contractor in accordance with the conditions specified in Division 01 to substitute a material, product, thing or service specified in the Contract Documents with an equal material, product, thing or service. Refer to Paragraph 3.11, Substitutions, and Section 00 49 18, Request for Substitution form.

70. Required: In accordance with the requirements of the Contract Documents.

71. Resident Engineer: See "City Representative."

72. Samples: Physical examples of materials, equipment, or workmanship that are submitted for adjudication of their compliance with the specification.

73. Section: Refer to Section 00 01 10, Table of Contents, for a listing of the Sections.

74. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are prepared or assembled by or for Contractor and submitted to City.

75. Site: Geographical location of the Project as indicated elsewhere in the Contract Documents.

76. Special Provisions: The part of the Contract Documents that amends, modifies, or supple-

ments these General Conditions. The Special Provisions include the 00 73 00-series Sections as listed in Section 00 01 10, Table of Contents.

77. Specifications: The portion of the Project Manual comprising Division 01 through Division 49 and listed in Section 00 01 10, Table of Contents, consisting of requirements and technical descriptions of materials, equipment, systems, standards and workmanship for the Work, and performance of related administrative services.

78. Specified: Written or indicated in the Contract Documents.

79. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. The term "Subcontractor" shall also include contracts assigned to Contractor if so provided in the Supplementary Conditions or specified in the General Requirements (Division 01).

80. Substantial Completion: The stage in the progress of the Work, when the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents including receipt of a temporary certificate of occupancy, if applicable, issued by the agency having jurisdiction over the Work so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

81. Supplementary Conditions: The part of the Contract Documents that amends, deletes or modifies these General Conditions. The Supplementary Conditions are set forth in Section 00 73 00.

82. Supplier: A manufacturer, fabricator, distributor, or vendor having a direct contract with Contractor or with a Subcontractor to furnish materials or equipment to be incorporated in the Work.

83. Supply: Refer to "Furnish."

84. Total Bid Price: Refer to Section 00 21 13, Instructions to Bidders.

85. Unavoidable Delay: Refer to Paragraph 7.02, Delays and Extensions of Time.

86. Unilateral Change Order: A written Change Order to Contractor issued after the effective date of the Agreement in accordance with Paragraph 6.05.

87. Unit Price Work: Work to be paid for on the basis of unit prices and actual quantities of Work. Refer to Paragraph 6.08.

88. Work: The performance by Contractor of all its responsibilities and obligations set forth in the

Contract Documents. Work shall include, but not be limited to, providing all labor, services, and documentation required by the Contract Documents. References in the Contract Documents to "Work" may be to items of Work. Refer to Paragraph 1.03.

89. **Working Day:** Any day of the week except Saturdays, Sundays and statutory holidays.

1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS

A. The Contract Documents form the entire Contract for the construction of the Work, and consist of the following:

1. the Drawings, Project Manual, and all Addenda thereto;
2. the Agreement and other documents listed in the Agreement;
3. Change Orders, Unilateral Change Orders, Clarifications, and Field Orders issued after execution of the Contract; and
4. all provisions of the Bid Documents, as defined in Section 00 21 13, Instructions to Bidders, not in conflict with the foregoing.

B. Nothing in the Contract Documents shall be construed to create a contractual relationship between the City and a Subcontractor, Supplier, Lower Tier Subcontractor or Supplier or a person or entity other than the City and Contractor.

C. The Contracting Requirements and the General Requirements contain information necessary for completion of every part of the Project and are applicable to each section of the Specifications. Where items of Work are performed under subcontracts, each item shall be subject to the Contracting Requirements and General Requirements.

1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS

A. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. The Contract Documents will be construed in accordance with the laws of the State of California, the City's Charter and Administrative Code, and applicable building codes and statutes of the city and/or county where the Project is located.

B. The intent of the Contract Documents is to describe and provide for a functionally complete and operational Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be

provided by Contractor with no change in the Contract Sum or Contract Time.

C. Arrangement and titles of Drawings, and organization of the Specifications into Divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Contractor may arrange and delegate its Work in conformance with trade practices, but Contractor shall be responsible for completion of all Work in accordance with the Contract Documents. The City assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The City assumes no responsibility to act as arbiter to establish subcontract limits between portions of the Work.

D. In interpreting the Contract Documents, words describing materials or Work with a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning.

E. A typical or representative detail on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be submitted to the City for approval. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

F. In the event of a conflict in the Contract Documents regarding the quality of a product, Contractor shall request Clarification from the City as provided in Paragraph 6.02 before procuring said product or proceeding with the Work affected thereby.

G. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is shown in diagrams and symbols to illustrate the relationships existing between the parts of the Work; all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. If rerouting, i.e. relocating a duct, pipe, conduit or similar utilities from the indicated room or space to another room or space to avoid structural interferences, results in a total linear footage which exceeds 125% of the indicated route if the structural interferences did not exist, then Contractor will be compensated for the amount in excess of 125% under the provisions for Change Orders of Article 6. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work;

shall be performed in such sequence and manner as to avoid conflicts; shall provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment; shall obtain maximum headroom; and shall provide adequate clearances as required for operation and maintenance, and as required by the San Francisco Building Code or Code of other public authority having jurisdiction.

H. Unless otherwise indicated in the Contract Documents, the Drawings shall not be scaled for dimensions when figured dimensions are given, or when dimensions could be calculated or field measured. When a true dimension cannot be determined from the Drawings or field measurement, Contractor shall request promptly the same from the City and shall obtain a Clarification or written interpretation from the City before proceeding with the Work affected thereby.

I. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

J. When there is a conflict between existing on-Site conditions and information indicated on the Drawings, other than Differing Conditions as defined in Paragraph 3.03, the existing condition shall govern. Contractor shall perform the Work and adjust to the existing condition at no additional cost to the City, provided Contractor should have known of such conflicts based on its reasonable investigation of the Site prior to submitting its Bid in accordance with the requirements of Section 00 21 13.

K. All references in the Contract Documents to satisfactory, sufficient, reasonable, acceptable, suitable, proper, correct, or adjectives of like effect shall be construed to describe an action or determination of the City Representative for the sole purpose of evaluating the completed Work for compliance with the requirements of the Contract Documents and conformance with the intent as expressed in subparagraph 1.03B. Such determinations of the City Representative shall be final and conclusive.

1.04 AMENDMENT OF CONTRACT DOCUMENTS

A. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) Change Order; (ii) Modification, or (iii) Unilateral Change Order.

B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways: (i) a Field Order;

(ii) a Clarification, written interpretation or other bulletin issued by the City; or (iii) the City's review and acceptance of a shop drawing or sample in accordance with Paragraph 2.01.

1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS

A. The Contract Documents are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between Contractor and the City that should there be any conflict between the terms of the Contract Documents and the Bid submitted by Contractor, the Contract Documents shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with the Contract Documents.

B. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail (listed in order of highest to lowest precedence):

1. Modifications, Change Orders, and Unilateral Change Orders in inverse chronological order, and in same order as specific portions they are modifying.
2. Written Clarifications and Field Orders
3. Executed Agreement.
4. Addenda.
5. Supplementary Conditions.
6. These General Conditions.
7. General Requirements (Division 01).
8. Other Contracting Requirements.
9. Divisions 02 through 49 of the Specifications.
10. Drawings.
11. Bid Documents

C. With reference to the Drawings the order of precedence shall be as follows (listed in order of highest to lowest precedence):

1. Written numbers over figures, unless obviously incorrect.
2. Figured dimensions over scaled dimensions.
3. Large-scale Drawings over small-scale Drawings.
4. Schedules on Drawings or in Project Manual over conflicting information on other portions of Drawings.

5. Detail Drawings govern over general Drawings.

6. Drawing with highest revision number prevails.

1.06 REUSE OF CONTRACT DOCUMENTS

A. The Contract Documents were prepared for the Work of this Contract only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the City. Any unauthorized use of the Contract Documents is at the sole liability of the user.

ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS

2.01 ADMINISTRATION OF THE CONTRACT

A. The City shall administer the Contract as described in the Contract Documents. Reference is made to Division 01 for administrative requirements and procedures.

B. The Department Head will designate in writing an authorized representative with limited authority to act on behalf of the City. The City may at any time during the performance of this Contract make changes in the authority of any representative or may designate additional representatives in accordance with the City's Charter and codes. These changes will be communicated to Contractor in writing. Contractor assumes all risks and consequences of performing work pursuant to any order, including but not limited to instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

2.02 INFORMATION AND SERVICES

A. The City's survey information, such as monuments, property lines, and reports describing physical characteristics, legal limitations and utility locations for the Site are available as Reference Documents.

B. The City shall apply and pay for the building permit if required for the Work and shall pay all permanent utility service connection fees. All other permits, easements, approvals, temporary utility charges, and other charges required for construction shall be secured and paid for by Contractor in accordance with Paragraph 3.06.

1. The City's responsibility with respect to certain inspections, tests, and approvals is set forth in Article 8.

2.03 RIGHT TO STOP THE WORK; CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT

A. The City may order Contractor to stop the Work, or a portion thereof, until the cause for such order has been eliminated. Any such order to stop the Work shall be in writing, provide Contractor with an effective date for stopping Work, and shall be signed by the City Representative. Unless otherwise agreed to by the City, Contractor shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of any such order to stop the Work.

B. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or other person or entity.

C. Reasons for ordering Contractor to stop the Work, or a portion thereof, include but are not limited to the following:

1. Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents; or
2. Contractor fails to carry out Work in accordance with the Contract Documents; or
3. Contractor disregards the authority of the authorized City Representative; or
4. Contractor disregards the laws and regulations of a public body having jurisdiction over the Project; or
5. Contractor violates in any substantial way any provisions of the Contract Documents; or
6. Contractor fails to maintain current certificates of insurance on file with the City; or
7. Original Contract Work is proceeding but will be modified by a pending Change Order.

D. In the event that Contractor (i) fails to maintain current certificates of insurance on file with the City; (ii) commits criminal or unlawful acts; (iii) creates safety hazards; or (iv) commits acts or creates conditions that would have an immediate adverse impact on the well-being of the Project, the City, the public, and/or Contractor's employees, the City shall have the right to order Contractor to stop the Work immediately, without prior notice.

2.04 RIGHT TO CARRY OUT THE WORK

A. In the event that Contractor fails to carry out the Work in accordance with the Contract Documents and fails to promptly correct or prosecute the Work within a 3-day period following a written notice of a deficiency from the City, or other such period as may be specified elsewhere in the Contract Documents,

the City may, without prejudice to other remedies the City may have, correct such deficiencies.

B. In such case the City will deduct all costs of such corrections, including the costs of City staff and consultants, from amounts due Contractor. If funds remaining under the Contract are not sufficient to cover the costs of such corrections, Contractor shall reimburse the City.

2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK

A. By executing this Contract, Contractor agrees that the City has the right to do any or all of the following, which are reasonable and within the contemplation of the parties: (i) order changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) issue changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) issue changes due to Unforeseen or Differing Conditions; (iv) suspend the Work, or parts thereof, or limit access to portions of or all of the Work, for the convenience of the City or in the interests of the Project; and (v) delay or disrupt the Work due to failure of the City to timely perform any contractual obligation.

2.06 AUDIT

A. The City shall have the right to examine, copy and audit all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, estimates, records, contracts, escrow bid documents, bid cost data, schedules, subcontracts, job cost reports, correspondence, and other data, including computations and projections, of Contractor, Subcontractors, Lower-Tier Subcontractors and Suppliers related to bidding, negotiating, pricing, or performing the Work covered by: (i) a Change Order Request; (ii) Force Account Work; or (iii) a Contract Claim. In the event that Contractor is a joint venture, said right to examine, copy and audit shall apply collaterally and to the same extent to the records of the joint venture sponsor, and those of each individual joint venture member.

B. Upon written notice by the City, Contractor immediately shall make available at its office at all reasonable times the materials noted in subparagraph 2.05A for examination, audit, or reproduction. Notice shall be in writing, delivered by hand or by certified mail, and shall provide not fewer than five-days' notice of the examination and/or audit. The City may take possession of the records and materials noted in

subparagraph 2.05A by reproducing documents for off-site review or audit. When requested in the City's written notice of examination and/or audit, Contractor shall provide the City with copies of electronic documents and electronically stored information in a reasonably usable format that allows the City to access and analyze all such documents and information. For documents and information that require proprietary software to access and analyze, Contractor shall provide the City with two licenses with maintenance agreements authorizing the City to access and analyze all such documents and information.

C. The City has sole discretion as to the selection of an examiner or auditor and the scope of the examination or audit.

D. The City may examine, audit, or reproduce the materials and records under this Paragraph from the date of award until three years after final payment under this Contract.

E. Failure by the Contractor to make available any of the records or materials noted in subparagraph 2.05A or refusal to cooperate with a notice of audit shall be deemed a material breach of the Contract and grounds for Termination For Cause.

F. Contractor shall insert a clause containing all the provisions of this Paragraph in all subcontracts of Subcontractors and Lower-Tier Subcontractors and Suppliers for this Contract over \$10,000.

2.07 NO WAIVER OF RIGHTS

A. None of the following shall operate as a waiver of any provision of this Contract or of any power herein reserved by the City or any right to damages herein provided:

1. inspection by the City or its authorized agents or representatives; or
2. any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the Work by the City; or
3. any extension of time; or
4. any position taken by the City or its authorized agents or representatives.

2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES

A. The City, its boards and commissions, and all of their officers, agents, members, employees, and authorized representatives shall have no liability to Contractor for any type of special, consequential or incidental damages arising out of or connected with Contractor's Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or rescission of the Work or this Contract, negli-

gence or strict liability by the City, its boards and commissions, and their representatives, consultants or agents.

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS

A. The Contract Documents are not complete in every detail but show the purpose and intent only, and Contractor shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity which appear in the Contract Documents, instructions or work performed by others.

B. Contractor shall verify all dimensions and determine all existing conditions that may affect its Work adequately in advance of the Work to allow for resolution of questions without delaying said Work, and Contractor shall be responsible for the accuracy of such dimensions and determinations.

C. Contractor shall carefully review the appropriate portions of the Contract Documents a minimum of 30 days in advance of the Work to be executed for the express purposes of checking for any manifest errors, omissions, discrepancies or ambiguities. Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by Contractor's untimely review of the Contract Documents.

D. Contractor shall notify the City in writing promptly as specified in Paragraph 6.02 upon discovery of errors, omissions, discrepancies or ambiguities, and the City will issue a Clarification or RFI reply as to the procedure to be followed. If Contractor proceeds with any such Work without receiving such Clarification or RFI reply, it shall be responsible for correcting all resulting damage and Non-conforming Work.

E. Contractor shall be responsible for its costs and the costs of its Subcontractors to review Contract Documents and field conditions and to implement and administer a Request for Information (RFI) system throughout the Contract Time in accordance with the requirements of Division 01. Contractor shall be responsible for costs incurred by the City for the work of the City's consultants and City's administrative efforts in answering Contractor's RFIs where the answer could reasonably be found by reviewing the Contract Documents.

F. Prior to start of Work, Contractor and the City Representative shall visit the site and adjacent properties as necessary to document existing conditions including photographs. Contractor shall document these conditions and shall submit prior to the start of

Work a complete report of existing conditions determined by the site survey as indicated in Division 01.

3.02 SUPERVISION OF THE WORK

A. Unless there are specific provisions in the Contract Documents to the contrary, Contractor shall be solely responsible to fully and skillfully supervise and coordinate the Work and control the construction means, methods, techniques, sequences and procedures. Contractor shall be solely responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents and for the acts or omissions of Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. Contractor is solely responsible for maintaining safe conditions on the site at all times, in accordance with Article 12.

B. Contractor shall supervise and coordinate the Work of its Subcontractors so that information required by one will be furnished by others involved in time for incorporation into the Work in the proper sequence and without delay of materials, devices, or provisions for future Work.

C. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and
9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

D. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the City in accordance with the terms of this Contract, but nothing herein contained shall be

taken to relieve Contractor of any of its obligations or liabilities under this Contract, or of performing its required detailed direction and supervision.

E. Contractor shall at all times permit the City, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject if the Work does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the City as set forth in Article 8.

F. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the City of such desire and request and obtain the City's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the City may make the necessary arrangement for testing and inspection.

G. If Contractor receives a written notice from the City that a Clarification is forthcoming from the City, all Work performed before the receipt of the Clarification shall be coordinated with the City to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the City's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

H. During all disputes or disagreements with the City, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and Contractor may otherwise agree in writing.

3.03 UNFORESEEN OR DIFFERING CONDITIONS

A. Consistent with section 7104 of the California Public Contract Code, if any of the following conditions are encountered at the Site, Contractor shall promptly, and before such conditions are disturbed, notify the City in writing.

1. Material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing Law.

2. Subsurface or latent physical conditions at the Site differing materially from those indicated by information about the Site made available to bidders prior to the deadline for submitting bids.

3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents.

B. Contractor's written notice shall include the following information concerning such conditions: (i) location; (ii) nature and extent; (iii) a description of how such conditions affect the Work; (iv) recommended methods to overcome such conditions; (v) the baseline conditions described in the Contract Documents that formed the basis of Contractor's expectations regarding the conditions that would be encountered; and (vi) the results of any testing, sampling, or other investigation conducted by Contractor.

C. Differing Conditions shall not include:

1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;

2. All that could be seen on Site;

3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.

4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

D. The City will promptly investigate the conditions reported in Contractor's written notice, and will issue a written report of findings to Contractor.

E. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the City's investigation of potential Differing Conditions.

F. Only if the City determines, in its sole and reasonable discretion, that the conditions reported do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost or time required to perform all or part of the Work, will the City issue a Change Order as provided in Article 6 of these General Conditions. If the City determines that a differing condition exists, Contractor shall promptly submit a Cost Proposal and/or Time Adjustment Proposal, as appropriate, per Article 6 to facilitate the timely negotiation and execution of a Change Order.

G. If Contractor disagrees with the City's determination and wishes to pursue an adjustment to the Contract Sum and/or Contract Time, Contractor must timely submit a written Notice of Potential Claim to the City as provided in Paragraph 13.03 of these General Conditions. Contractor's Notice of Potential Claim must include the information required by Paragraph 13.02, and must also identify the Escrow Bid Docu-

ments that formed the basis of Contractor's Bid to perform the Work affected by the alleged differing condition. In the event of such disagreement, Contractor shall proceed with all Work to be performed under the Contract Documents, and shall not be excused from any scheduled completion date provided for by the Contract Documents.

H. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS

A. Contractor shall at all times be represented at the Site by Contractor's competent project manager or superintendent whom it has authorized in writing to make decisions and receive and carry out any instructions given by the City. Contractor will be held liable for the faithful compliance with such instructions. Prior to the issuance of Notice to Proceed, Contractor shall inform the City in writing of the names, addresses and telephone numbers of its key personnel whom it has authorized to act as its representatives at the Site and who are to be contacted in case of emergencies at the Site during non-working hours, including Saturdays, Sundays and holidays. If Contractor is a joint venture, it shall designate only one such representative.

B. The City reserves the right to reject Contractor's project manager, general construction superintendents, project coordinators, and foremen at any time for cause as provided in subparagraph 3.05A. The City shall be given written notice of, and shall have the right to approve, replacement of Contractor's project manager, superintendents and foremen.

C. In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the City Representative, at least seven days prior to engaging the person, an Experience Statement form (Section 00 49 12) for the City's review and acceptance. Any proposed substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may issue an order to stop the work under Article 2.03 until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

3.05 LABOR, MATERIALS AND EQUIPMENT

A. Contractor shall employ only competent and skillful persons to perform the Work, and shall at all times maintain good discipline and order at the Site. Upon the City's notification Contractor shall discharge from the Work and replace at no additional cost to the City an employee, Subcontractor or Supplier used on the Work who, in the City's sole judgment: (i) is incompetent, obnoxious, or disorderly; or (ii) has intimidated or sexually harassed a City employee, agent or member of the public; or (iii) is refusing to carry out the provisions of the Contract.

B. In order that the City can determine whether Contractor has complied or is complying with the requirements of the Contract which are not readily enforceable by inspection and test of the Work and materials, Contractor shall upon request submit properly authenticated documents or other satisfactory proof of its compliance with such requirements.

C. Before ordering materials, equipment, or performing Work, Contractor shall verify indicated dimensions in a timely fashion by taking field measurements required for the proper fabrication and installation of the Work as specified in Paragraph 3.01. If a discrepancy exists, Contractor shall notify the City immediately and request the City to clarify the intended design. Upon commencement of a particular item of Work, Contractor shall be responsible for dimensions related to such item of Work.

D. All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with the requirements of the Contract Documents. Contractor shall store packaged materials and equipment to the Site in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use. Contractor shall deliver materials and equipment in ample time to facilitate inspection and tests prior to installation.

E. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, field offices, storage facilities and incidentals necessary for the performance, testing, start-up and completion of the Work in accordance with Division 01.

F. In the event that Division 01 does not require a field office for the City Representative, Contractor shall provide adequate separate sanitary facilities at the Site for the City Representative.

3.06 PERMITS, FEES AND NOTICES

A. Contractor shall pay all utility charges for temporary connections to the Work.

B. Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits (other than the building permit), governmental fees (other than permanent utility service connection fees), licenses, and inspections (other than inspections which are to be performed at the expense of the City as provided in Article 8) necessary for proper execution and completion of the Work. See Section 00 73 01 Permits and Agreements.

1. Contractor shall coordinate and obtain all permits prior to starting Work for which permits are required.

2. The City will reimburse Contractor for reasonable costs incurred for obtaining permits that are not specified in the Bid Documents to be obtained at Contractor's expense.

C. Pursuant to section 832 of the California Civil Code, Contractor shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities that relate to performance of the Work.

D. Contractor shall secure all permits and pay all applicable permit fees prior to performing excavation in the public right of way. Contractor shall timely deliver, post and maintain all notices required by such permits. Contractor shall be solely responsible for coordinating and performing its excavation and street restoration operations in accordance with the conditions of such excavation permits and applicable regulations. Should delays or damages be caused by Contractor's failure to coordinate or comply with the conditions of such excavation permits, Contractor shall pay all costs, assessments, fines, and penalties resulting therefrom.

E. If Contractor observes that portions of the Contract Documents are at variance with the Code or other applicable laws, statutes, ordinances, rules and regulations, Contractor shall promptly notify the City in writing. If the City determines that changes to the Contract Documents are necessary to comply with such laws, statutes, ordinances, rules or regulations, the City will make necessary changes to the Contract Documents by appropriate amendment.

F. If Contractor performs Work it knows, or reasonably should have known, to be contrary to the Code or other applicable laws, statutes, ordinances, and rules and regulations without written notice to the City, Contractor shall assume responsibility for such Work and shall bear all costs of correction.

G. Contractor shall keep the permits, an approved set of Drawings and Specifications, and a copy of the

Code at the Site readily available for inspection during regular working hours throughout the Contract Time.

H. Contractor shall coordinate all required inspections and special inspections with the appropriate agency having jurisdiction. Contractor shall notify the City Representative in accordance with Article 8, so that the appropriate City representatives and inspectors will be present at these inspections.

I. Contractor shall be responsible for preparing and submitting for approval to the appropriate agency having jurisdiction all shop drawings, product data, and manufacturer's certificates as may be required under the conditions of applicable permits.

J. Contractor shall submit to the City Representative as a condition precedent to Final Completion signed permit documents including, but not limited to, job cards, permit applications, permit Drawings, and certificates of occupancy.

3.07 RECORD DOCUMENTS

A. Contractor shall maintain at the Site a current record copy of all Contract Documents including, but not limited to, Drawings, Specifications, Addenda, Change Orders, RFIs, Clarifications, Field Orders, and approved shop drawings, samples and other submittals, in good order and clearly marked to record accurately the Work as actually constructed ("as-built"), including changes, adjustments, and other information relative to the Work as actually constructed, all in accordance with the Specifications. Additionally, record documents shall conform to the requirements specified in Division 01.

B. Contractor shall furnish on a monthly basis the aforesaid record documents for the City to review and determine their sufficiency in conforming to the requirements set forth in subparagraph 3.07A. The City shall have the right to withhold 25 percent of progress payments due Contractor until Contractor has complied with this Paragraph 3.07.

C. Record documents shall be available for inspection by the City at all times and shall be delivered to the City prior to Substantial Completion.

3.08 CONTRACTOR'S DAILY REPORT

A. Contractor shall complete, and submit to the City on the next day, consecutively numbered daily construction reports in accordance with Division 01.

B. In addition, whenever Force Account Work is in progress, Contractor shall complete and submit to the City detailed written daily Force Account Work reports as provided under Paragraph 6.07.

3.09 PROGRESS AND SUBMITTAL SCHEDULES

A. At the Pre-Construction Conference, Contractor shall submit to the City for review a 60 day bar chart type Plan of Operation as required by Division 01.

B. Prior to commencing Work, Contractor shall submit to the City for review the following schedules:

1. a cost-and-resource-loaded Base Line Construction Schedule for the Work which shall use, unless otherwise specified in Division 01, the critical path method (CPM), activity on arrow or precedence diagramming method, as outlined in the Associated General Contractors publication "The Use of CPM in Construction," and shall indicate the times (number of days or dates) for starting and completing the various stages of the Work, including all milestones and special constraints specified in the Contract Documents; and

2. a submittal log, coordinated with the progress schedule in accordance with the requirements of Division 01, listing all submittals required by the Contract, their cognizant specification reference, and indicating the times for submitting such submittals.

C. Unless specified elsewhere in the Contract Documents, within 10 days after submittal, the City and Contractor shall meet to review for acceptability to the City the schedules submitted under subparagraph 3.09A. Contractor shall have an additional 5 days to make corrections and adjustments and to complete and resubmit the schedules.

D. No progress payments will be made to Contractor unless and until the Baseline Schedule is submitted and accepted by the City.

E. Contractor shall adhere to the Base Line Construction Schedule accepted by the City in accordance with subparagraph 3.09C and as may be adjusted during the performance of the Work in accordance with the Contract Documents. Contractor shall submit to the City for acceptance proposed revisions or adjustments in the base line construction schedule. Proposed adjustments in the base line construction schedule that will change the Contract Times shall be submitted to the City in accordance with Paragraph 7.02.

F. Acceptance of base line construction and submittal schedules by the City will neither impose on the City responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from its full responsibility therefor.

G. Contractor shall submit a monthly progress schedule update as a condition precedent to making an Application for Payment as set forth in Paragraph 9.03 and Division 01. All updates shall be submitted to the City for the City's acceptance; if rejected, Contractor shall correct and resubmit updates to the satis-

faction of the City before a pending application for payment is approved.

1. Each progress schedule update shall continue to show all Work activities including those already completed and those of changed Work.

2. Each progress schedule update shall accurately reflect "as-built" information by accurately indicating the dates activities were actually started and completed and the actual percent complete of activities.

3. Contractor's submission of progress schedule updates, reports, curves or narratives, or the City's acceptance of such progress schedule updates, reports, curves or narratives, shall not amend or modify, in any way, the Contract Time or milestone dates or modify or limit, in any way, Contractor's obligations under this Contract.

4. Contractor waives its rights to time extensions based on changed Work if Contractor has failed to meet its obligations to provide monthly schedule updates as specified herein.

H. Early Completion Schedule: If Contractor submits a base line schedule that shows a completion time that is earlier than the Contract Time, the "float" shall belong to the Project. Contractor shall not be entitled to a compensable time extension for any Change Order or Unilateral Change Order that causes the early completion date to be extended within the "float."

3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Contractor shall review, approve, stamp, and submit to the City as specified in Division 01 shop drawings, product data, samples and similar submittals required by the Contract Documents in accordance with the accepted submittal schedule. Submittals made by Contractor that are not required by the Contract Documents may be returned without action.

C. By approving and submitting shop drawings, product data, samples and other submittals, Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals for conformance to the Contract Documents and for coordination of the Work indicated in the submittal and with adjacent work.

D. Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data, samples and other submittals until the respective submittal has been received, reviewed and approved or received, reviewed and accepted by the City and returned to Contractor. Such Work shall be in accordance with approved/accepted submittals. Contractor is solely responsible for delays or disruptions to the Work caused by inadequate, uncoordinated, incorrect or late submittals.

E. Where a shop drawing or sample is required by the Contract Documents, related Work performed prior to the City's review and approval of the pertinent submittal shall be at the sole expense, risk and responsibility of Contractor.

F. The review, acceptance, approval, or other action taken by the City upon Contractor's submittals such as shop drawings, product data, samples and other submittals, shall apply to general design concepts only, and shall in no way relieve Contractor from its responsibility to notify the City of errors or omissions therein in accordance with Paragraph 3.01, nor from providing all labor, equipment, and materials in accordance with the requirements of the Contract Documents necessary for the proper execution of the Work. The City's action will be taken with such reasonable promptness provided that the City shall be provided a reasonable time, as set forth in Division 1, to permit adequate review. Approval/acceptance of submittals shall not affect the Contract Sum, and additional costs that may result therefrom shall be solely Contractor's obligation. Contractor shall be responsible to provide engineering or other costs necessary to prepare the submittals and obtain approvals required by the Contract Documents from the City or other authorities having jurisdiction. The City is not precluded, by virtue of such approvals/acceptances, from obtaining a credit for construction cost resulting from allowed concessions in the Work or materials therefor.

G. Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of shop drawings, product data, samples and other submittals unless Contractor has specifically informed the City in writing, attached to the submittal, of such deviation at the time of submittal and the City has given written approval to the specific deviation.

1. Deviations shall also be indicated clearly and boldly on such shop drawing, product data, sample or related submittal.

2. For resubmitted shop drawings, product data, samples and other submittals, Contractor shall direct specific attention, by written attachment, to revisions other than those requested by the City on previous submittals.

H. Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the City's approval thereof.

3.11 SUBSTITUTIONS

A. Pursuant to section 3400 of the California Public Contract Code, Contractor shall submit for approval to the City a properly completed Request for Substitution (refer to Section 00 49 18) for each material, product, thing, or service that it proposes to substitute in place of, and as the equal, of a material, product, thing, or service specified in the Contract Documents by trade name or by the names of any particular patentee, manufacturer or dealer. Failure to submit said Request for Substitution form within the period specified in Section 00 49 18 will be deemed adequate and reasonable grounds for refusal by the City to consider any subsequent proposed substitutions.

B. The requirements for obtaining approval of substitutions shall be as specified in Division 01.

3.12 USE OF SITE

A. Contractor shall confine its operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

B. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the City to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the City.

C. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

D. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part

of the Work or adjacent property to stresses or pressures that will endanger it.

E. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

3.13 ACCESS TO WORK

A. During the performance of the Work, the City and its authorized representatives, including City consultants performing necessary project-related functions on behalf of the City (e.g., construction management personnel and design professionals), or other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, may at any time, and for any purpose, enter upon the Work, the shops where any part of such Work may be in preparation, the facilities where any part of the Work may be in storage, or the factories where any materials for use in the Work are being, or are to be, manufactured. Contractor shall not require City personnel or City consultants performing necessary project-related functions on behalf of the City to sign visitor hold harmless agreements or similar agreements requiring the signatory to defend, hold harmless and/or indemnify Contractor for claims arising out of or relating to the Work, the Project, or the Site.

3.14 CUTTING AND PATCHING

A. Contractor shall be responsible for performing, in accordance with the requirements of the Specifications, all cutting, fitting, and patching of the Work that may be required to make all parts fit together or to receive the work of other contractors shown on, or reasonably implied by, the Contract Documents for the completed Work.

B. Contractor shall not damage or endanger a portion of the Work, or fully or other partially completed construction of the City or separate contractors, by excavation or by cutting, patching or otherwise altering such construction. Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City. Contractor shall not withhold from the City Contractor's consent to cut or otherwise alter the Work.

3.15 CLEANING UP AND REMOVING DEBRIS

A. Contractor shall keep the Site and surrounding area, including public areas immediately adjacent to the Site such as temporary pedestrian walkways and sidewalks, free from accumulation of excess materials, rubbish, graffiti, and debris.

1. Contractor shall perform such clean up and removal in accordance with the requirements of the Specifications.

2. Prior to Substantial Completion Contractor shall remove from and about the Site excess materials, rubbish, Contractor's tools, construction equipment, and machinery and shall perform final cleaning as specified in accordance with the requirements of the Specifications.

3. Removal and disposal of such excess materials, rubbish, and other debris shall conform to applicable laws and regulations.

B. If Contractor fails to comply with Article 3.15 or to clean up as provided in the Contract Documents, the City may do so and deduct the cost of such cleanup from the amount due Contractor under the Contract.

C. Contractor shall salvage and deliver to the City removed equipment, appurtenances and other materials that are not reused in the Work and indicated by the City to be salvaged. Contractor shall remove from the Site as its property and dispose of in a legal manner all other equipment, appurtenances and other materials to be removed and not indicated to be salvaged or otherwise claimed by the City.

3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION

A. Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

B. Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

C. To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the City and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the City, or any of its officers, agents, members, employees,

authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

1. This indemnity provision is in addition to all other hold harmless and indemnity clauses in the Contract Documents, and shall survive Final Completion and termination of the Contract. The notice, cooperation and control of defense provisions set forth in Paragraph 3.19 shall apply to this intellectual property indemnity.

D. If the City is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the City, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the City, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

E. Subparagraphs 3.16C and 3.16D, above, shall not apply to any suit, claim or proceeding based on infringement or violation of a patent right, copyright, trademark, and/or other intellectual property right (i) arising from any unauthorized modifications to the Work by the City or its agents; or (ii) arising from the combination of Work with any products or services not provided or recommended by Contractor where the combination is the basis for infringement.

3.17 WARRANTY

A. Contractor warrants and guarantees to the City that materials and equipment provided under the Contract shall be at least of the quality specified and new unless otherwise required or permitted by the Contract Documents and if no quality is specified, then the materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity; that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents.

1. Contractor additionally warrants manufacturers' product warranties.

B. Contractor's warranty excludes damage or defects caused by abuse, modifications to equipment by the City and not authorized by Contractor, improper or insufficient maintenance, improper operation, or nor-

mal wear and tear. Testing shall not be construed as operation.

C. Contractor shall deliver product warranties and guarantees conforming to the requirements of the Specifications to the City Representative prior to Final Completion.

D. The warranty provisions of this Paragraph 3.17 are separate and additional to the provisions for correction of Non-conforming Work as specified in Article 8.

3.18 TAXES

A. Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening.

3.19 INDEMNIFICATION

A. Consistent with California Civil Code section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or willful misconduct of any person indemnified herein. Contractor's obligations under this Paragraph apply regardless of whether or not such claim, suit, action, loss or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between Contractor and City or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City..

1. Contractor's defense, indemnity and hold harmless obligations shall extend to City Consultants (e.g., design professionals and construction managers) providing services under separate written agreement with the City covering any portion of the Project and designated as additional insureds in Article "Insurance for Others" of Section 00 73 16.

2. Contractor's defense, indemnity and hold harmless obligations shall not extend to the liability of a City Consultant designated as additional insured in Article "Insurance for Others" of Section 00 73 16 or its agents, employees or subconsultants arising out of, connected with or resulting from such indemnitee's own active negligence, errors or omissions or from (1) such indemnitee's preparation or approval of maps, plans, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) such indemnitee's issuance of or failure to issue directions or instructions provided that such issuance or failure to issue is the primary cause of the damage or injury.

B. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the Work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

C. The City and other indemnified parties specified in subparagraph 3.19A shall provide Contractor with prompt written notice after receipt of any claim, action or demand ("claim") made by a third party against the City and/or other indemnified party, provided, however, that no delay on the part of the City or other indemnified party shall relieve Contractor from any obligation hereunder. Contractor shall obtain the City's and other indemnified parties' consent for Contractor's choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within thirty (30) days after City or other indemnified party has given notice of the claim, and provided further that City and other indemnified parties may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Contractor and the City and/or other indemnified party conflict and counsel chosen by Contractor cannot, in City's or other indemnified parties' reasonable opinion, adequately represent Contractor, City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by City and/or other indemnified party shall be borne by the City or other indemnified party, as applicable. Subject to Contractor's obligation to reimburse City's and other indemnified parties' costs of same, City and other indemnified parties will assist Contractor in the defense of the claim by providing cooperation, infor-

mation and witnesses, as needed to the extent there is no material conflict of interest.

1. So long as Contractor has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and/or other indemnified party in connection with such judgment or settlement and Contractor obtains the full and complete release of City and/or other indemnified parties; and (ii) City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Contractor.

2. If Contractor does not assume and conduct the defense of claim as required above, (i) City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and City or other indemnified party need not consult with, or obtain any consent from, Contractor, and (ii) Contractor will remain responsible for any losses City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim to the fullest extent provided in this Paragraph 3.19.

D. Contractor's liability shall not be limited to the amount of insurance coverages required under the Contract Documents.

E. In the event that Contractor and its insurance carrier(s) in bad faith refuse to negotiate and compensate a third party or parties for property damage or personal injuries which arise out of Contractor's performance of the Work, the City shall have the right to estimate the amount of damages and to pay the same, and the amount so paid shall be deducted from the amount due Contractor under this Contract, or an appropriate amount shall be retained by the City until all suits or claims for said damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect shall have been furnished to the City.

F. The defense and indemnity obligations of this Paragraph shall survive Final Completion and termination of this Contract. Contractor's defense and indemnity obligations shall extend to claims arising after the Work is completed and accepted if the claims are directly related to alleged acts or omissions by Contractor that occurred during the course of the Work.

3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION

A. Contractor shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the City and other local agencies having jurisdiction over the Work, and all federal and state laws, regulations, orders or decrees in any manner affecting or applicable to the Contract Documents, the performance of the Work, or those persons engaged therein.

B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by Contractor and any and all persons, firms and corporations employed by or under it.

C. As required by and in accordance with the procedures specified in Paragraph 3.19, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims or liability arising from the violation of law, regulation, order or decree by Contractor or its Subcontractors or Suppliers of all tiers in connection with or resulting from performance of the Work.

D. If the City incurs any fines or penalties because of Contractor's (or a Subcontractor's or Supplier's) failure to comply with a law, regulation, order or decree, the City may deduct the amount of the fine or penalty from the Contract Sum.

E. Authorized persons may at any time enter upon any part of the Work to ascertain whether applicable laws, regulations, orders or decrees are being complied with. Contractor shall promptly notify the City Representative if a regulatory agency requests access to the job site or to records. Contractor shall provide the City Representative with a list of documents provided to the regulatory agency and enforcement actions issued against Contractor.

F. No additional costs will be paid or extensions of time granted as a result of Contractor's compliance with this Paragraph 3.20.

3.21 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES

A. Contractor shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Contractor's performance of the Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the services under this Contract, and negligence or strict liability of Contractor. This limit of liability shall NOT, however, apply to, limit or preclude: (i) Contractor's obligation to pay Liquidated Damages as set forth in the Contract Documents; (ii) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts; (iii) Contractor's obligations to indemnify and defend the City and other indemnified parties as set forth in this General Conditions; (iv) Contractor's liability for any type of damage, including but not limited to, business interruption and extra expense, to the extent such damage is required to be covered by insurance as specified in the Contract Documents; (v) wrongful death caused by Contractor; (vi) punitive or treble damages; (vii) Contractor's liability for damages expressly provided for in the Contract Documents, including without limitation statutory damages imposed by the City upon Contractor under the City Ordinances and Municipal Codes specified in the Contract Documents; and (viii) Contractor's warranties and guarantees under the Contract Documents.

ARTICLE 4 - SUBCONTRACTORS

4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Under section 1725.5 of the California Labor Code, all Subcontractors who bid or work on a public works project must register and pay an annual fee to the California Department of Industrial Relations. No unregistered Subcontractor, regardless of the dollar amount of subcontract work, may be awarded a contract for public work on a public works project. Contractor shall not employ a Subcontractor who does not maintain a current registration with the California Department of Industrial Relations.

B. Unless otherwise specifically provided by the Contract Documents, subcontracting shall be in accordance with the governing regulations regarding subcontracts, section 6.21 of the San Francisco Administrative Code, and section 1771.1 of the California Labor Code. Section 6.21 and section 1771.1

shall govern the designation of, failure to specify, and substitution of Subcontractors and the assignment, transfer and performance of subcontracts.

C. Contractor shall not employ a Subcontractor, Supplier or other person or entity that the City has determined unqualified or non-responsible. The City may give written notice of such determination prior to award of the Contract or at any time during the Contract Time, and upon receipt thereof Contractor shall provide replacement with a qualified person or entity. The City shall have the right of approval and shall not be responsible for added costs to Contractor, if any, of employing such replacement person or entity.

4.02 SUBCONTRACTUAL RELATIONS

A. Contractor shall have an appropriate written agreement specifically binding each Subcontractor or Supplier to Contractor by the applicable terms and conditions of the Contract Documents, in the same manner Contractor is bound to the City. Each subcontract agreement shall preserve all rights of the City with regards to the Work to be performed by the Subcontractor or Supplier. All Subcontractors and Suppliers shall have similar agreements with Lower-Tier Subcontractor and Lower-Tier Suppliers. All Subcontractors and Suppliers shall be given copies of the contract documents to which the Subcontractor or Supplier will be bound, and upon written request of the Subcontractor or Supplier, shall have identified written terms and conditions of their proposed subcontract agreement that vary from the Contract Documents. Subcontractors and Suppliers shall fulfill the same requirements toward their respective proposed Lower-Tier Subcontractors and Lower-Tier Suppliers.

4.03 ASSIGNABILITY OF SUBCONTRACTS

A. All subcontracts of Subcontractors and Lower-Tier Subcontractors and purchase agreements of Suppliers and Lower-Tier Suppliers shall provide that they are freely assignable to the City under the following conditions:

1. the City terminates the Contract for cause under provisions of Article 14;
2. the City requests such assignment; and
3. the surety providing the performance bond for the Project fails to timely fulfill its obligations under the performance bond.

B. The City will notify the Subcontractors, Lower-Tier Subcontractors and Suppliers in writing of those agreements the City wishes to accept.

4.04 SUCCESSORS AND ASSIGNS

A. Contractor shall constantly give its personal attention to the faithful prosecution of the Work. Contractor shall keep the Work under its personal control and shall not assign by power of attorney or other-

wise, nor subcontract the whole or any part thereof, except as herein provided.

B. All transactions with Subcontractors will be made through Contractor, and no Subcontractor shall relieve Contractor of any of its liabilities or obligations under the Contract.

C. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, Contractor shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with Administrative Code section 6.21(a)(9) and the Subletting and Subcontracting Fair Practices Act, Cal. Public Contract Code section 4100 et seq., at no added cost to the City.

D. The Contract shall not be assigned except upon the approval of the City in accordance with Administrative Code section 6.22(d).

ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

5.01 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. Should the Contract Documents indicate that construction work, or work of any other nature, be performed by other contractors or other forces within or adjacent to the limits of Work, or be underway at the time the Work was advertised for Bids, Contractor shall cooperate with all such contractors or forces to the end so as to avoid delay or hindrance to their work. The cost of such cooperation shall be considered as included in Contractor's Bid price and no direct or additional payment will be made therefor.

B. The City reserves the right to perform other or additional work within or adjacent to the limits of Work at any time during the Contract by the use of other forces or contractors. If the performance of such other or additional work not indicated in the Contract Documents or underway at the time of advertising for Bids materially increases Contractor's costs, then Contractor may submit a Change Order Request therefor in accordance with Paragraph 6.03.

C. If the City gives Contractor written notice to vacate a location so that other work may be performed by other forces or contractors at the location(s) where Contractor is already performing Work, Contractor shall promptly suspend Work at that location and clean up and demobilize its operations from the location to the extent necessary as determined by the City to allow the other forces or contractors to perform their work. Contractor shall provide the City Representative written notice when cleanup and demobiliza-

tion has been completed. The City Representative will issue to the other forces or contractors a notice to proceed with their work. After the date of said notice to proceed, Contractor shall allow proper and safe access to the Work at the subject location and shall schedule and coordinate its Work with the other contractors' work.

D. If Contractor requires access to a location where another contractor is performing work, Contractor shall request such access in writing from the City Representative. The City Representative will provide written notice to Contractor when the work of other forces or contractors at the subject location is completed, and upon receipt of such notification, Contractor shall have full access and shall commence or resume its operations in that location.

E. If Contractor believes it is entitled to a time extension caused by its obligations under subparagraphs 5.01C or 5.01D above, it shall comply with the notification requirements of Paragraph 7.02.

F. When it is necessary for Contractor and another contractor or utility owner to work in the same location at the Site, each party shall assume the following mutual responsibilities for the benefit of the other party at no additional cost to the City:

1. both parties shall execute identical agreements mutually indemnifying each other from any loss, damage, or injury that may be incurred as a result of the performance of work by the other while both are performing work in the same location;
2. both parties shall add the other party as an additional insured under their respective liability policies;
3. the party seeking to use portions of the construction Site of the other party to perform its work shall pay all direct costs incurred by the other party to accommodate its operations; and
4. if Contractor contends that delay or additional cost is involved because of such action by the City, Contractor shall make such Claim by the procedures as provided in Article 13.

G. The City shall not be a party to any of the agreements between multiple contractors and shall have no liability to any party with regard to the lack of coordination and cooperation or the inability of a party to execute specific work requirements. Contractor agrees to indemnify and hold the City harmless for all claims or losses that Contractor or the other contractors may incur as a result of their inability to successfully obtain work areas under the control of one of the parties.

5.02 COORDINATION

A. Contractor shall afford other contractors and the City reasonable opportunity for storage of materi-

als at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.

B. Notice of Conflicting Conditions: Where Contractor's Work is adjacent to or placed on top of that of another contractor, Contractor shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Contractor proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

1. The foregoing does not apply to latent defects. Contractor shall report to the City latent defects in another contractor's work promptly upon discovery.

C. Contractor shall notify the City promptly in writing when another contractor working at the Site fails to coordinate its work with the Work of this Contract as directed.

D. Any difference or conflict that may arise between Contractor and the other contractors or City forces in regard to their work shall be adjusted as determined by the City.

E. If so directed by the City, Contractor shall prepare coordination drawings as necessary to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise. If such coordination drawings are not required elsewhere in the Contract Documents, then Contractor may submit a Change Order Request as provided under Paragraph 6.03 for additional costs incurred by it in preparation of such coordination drawings.

F. At any time during the progress of the Work, the City may, by providing reasonable notice, require Contractor to attend any conference of any or all of contractors engaged in the Work.

G. If the City determines that Contractor is failing to coordinate its Work with the work of other contractors as directed, the City may upon 72 hour written notice:

1. withhold any payment otherwise owed under the Contract until Contractor complies with the City's directions; or
2. direct others to perform portions of the Contract and charge the cost of Work against the Contract Sum; or

3. terminate any and all portions of the Contract for Contractor's failure to perform in accordance with the Contract.

5.03 CLEAN UP RESPONSIBILITIES

A. Contractor and other contractors shall each bear responsibility for maintaining their respective work areas on the premises and adjoining areas free of waste, rubbish, graffiti, debris, or excess materials and equipment at all times.

B. In the event of conflicts the City, after issuing 24 hour written notice to the contractors involved, will clean up the premises and deduct from the amount due Contractor under the Contract the cost of said clean up as the City determines equitable.

ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK

6.01 GENERALLY

A. The City may, at any time between the Notice to Proceed and Final Completion and without notice to Contractor's surety, order additions, deletions, or revisions in the Work by Change Order, Unilateral Change Order, or Field Order. Contractor shall promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

B. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time if Contractor performs work that is not required by the Contract Documents as amended, modified, or supplemented in writing.

C. The procedures set forth in this Article 6 are intended to ensure that when Clarifications and Changes in the Work are proposed, the Contractor provides the City with its best estimate of the costs and impacts associated with each Clarification and/or Change, so that the City may evaluate each potential Change and proceed on an informed basis. The City also intends that the Clarification and Change Order procedures (including the use of Unilateral Change Orders and Force Account) facilitate payment to the Contractor of additional, undisputed amounts.

D. Failure by the Contractor to comply with the procedures of this Article, including the failure to provide timely, sufficient information and/or documentation to the City at the time of any Clarification or Change Order Request, shall constitute a waiver of any subsequent claim by the Contractor arising out of such Clarification or Change Order.

6.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS

A. Should there appear to Contractor to be a discrepancy in the Contract Documents, should questions arise as to the meaning or intent of the Contract Documents, or should the City's comments on submittals returned to Contractor appear to Contractor to change the requirements or scope of the Contract Documents, Contractor shall submit a Request for Information ("RFI") to the City promptly in accordance with Division 01. Contractor shall coordinate and schedule its Work to provide the City sufficient time to issue a written reply to the RFI before proceeding with Work affected thereby.

B. The City shall issue a reply to the RFI within 10 working days of receipt of the same. The reply may include written Clarifications as deemed by the City to be necessary and consistent with the Contract Documents, or a Field Order requiring minor changes in the Work. If additional time is needed to issue the reply, the City will, within the 10 working-day reply period, notify the Contractor of the longer reply period.

C. Clarifications of the Contract Documents and Field Orders issued by the City shall be binding on Contractor and shall be promptly executed by Contractor. The City's right to clarify any element of the Contract Documents shall not be construed to entitle Contractor to a modification of the Contract Sum or a change in the Contract Time.

6.03 CHANGE ORDER REQUESTS (COR) AND PROPOSED CHANGE ORDERS (PCO)

A. COR Initiation: Should the City's Clarification or other written directive or determination, in the opinion of Contractor, materially exceed or change the requirements of the Contract Documents, Contractor shall submit to the City a written Change Order Request (COR) within 5 working days of receipt of the Clarification or other written directive or determination. A COR shall reference the Clarification or other written directive or determination and the relevant Specification and Drawings. A COR shall also include a cost proposal and/or a time adjustment proposal, as a good faith estimate of any additional compensation or time associated with the affected Work, documented in accordance with subparagraphs 6.03E and 6.03F, below, and a narrative describing the scope of the COR including means and methods, sequence of Work, and other information necessary to fully understand the scope of the COR. The COR shall also include, as a minimum standard, quantity take offs and extensions identifying equipment and material against a specific Work task within the scope. Failure to submit a timely, fully documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.

B. COR Review: The City will review the COR. Within 10 working days after receipt of the COR and

all required supporting documentation, the City will issue a written determination accepting or rejecting the COR in whole or in part. If the City requires additional time to issue a determination, it will notify the Contractor of the same in writing, within the initial 10 working-day period. A final determination is any determination on a COR which states that it is final. If the City issues a final determination denying a COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per Article 13 of these General Conditions. If the City does not issue a determination within the 10 working-day period, or such other period as set forth in a written notice, then the COR is deemed rejected, and the City's failure to issue a determination shall be treated as the issuance, on the last day of the applicable period, of a final decision denying the COR in its entirety.

C. PCO Initiation: The City may initiate a change in the Work by issuing a Proposed Change Order (PCO). A PCO will include a detailed description of the proposed additions, deletions or revisions with supplementary or revised Drawings and Specifications, and will request from Contractor a quotation of cost and time for completing the proposed changes. After the City issues a PCO, Contractor shall not submit a COR for the same Work addressed in the City's PCO.

D. PCO Quotation Time Period: Contractor shall submit a PCO cost proposal and PCO time adjustment proposal, if applicable, to the City within 10 working days after receipt of a PCO. If Contractor fails to submit a PCO cost proposal and/or PCO time adjustment proposal within the 10 working-day period, or if the price or time adjustment cannot be agreed upon, the City may either direct Contractor to proceed with the Work on a Force Account basis or a Unilateral Change Order instructing Contractor to proceed with the PCO Work based on the City's estimate of the cost and/or time adjustment.

E. COR and PCO Cost Proposal Requirements: The Cost Proposal shall include a complete itemized breakdown of labor, material, equipment, taxes, insurance, bonds, and markup for overhead and profit for both additions and deletions on a form supplied by the City. The same shall be required for Subcontractor and Lower-Tier Subcontractor cost proposals, which shall be furnished on the same form as required for Contractor.

1. At a minimum, Contractor shall provide the following documentation to the City in support of Contractor and Subcontractor cost proposals:

- a. material quantities and type of products;
- b. labor breakdown by trade classification, wage rates, and estimated hours;
- c. equipment breakdown by make, type, size, rental rates, and equipment hours; and

F. COR and PCO Time Adjustment Proposal Requirements: If Contractor asserts it is entitled to an adjustment in Contract Time due to the proposed change order work, whether by COR or PCO, Contractor shall provide the following documentation to the City in support of any Contractor and Subcontractor time adjustment proposals:

1. Contractor shall submit to the City a CPM time impact evaluation using sub-network or fragmentary network and including a written narrative and a schedule diagram or other written documentation acceptable to the City, showing the detailed work activities involved in a change that may affect the Critical Path and increase the Contract Time. The analysis shall also show the impact of the change on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-accepted progress schedule network, with appropriate logic so that a true analysis of critical path can be made.

2. Failure to comply with the requirements set forth in this subparagraph 6.03F shall constitute a waiver of any claim for delay, disruption, extended overhead and other associated costs or damages.

6.04 CHANGE ORDERS

A. Execution of Change Orders; Modifications: When the City and Contractor agree on the total cost and time of a COR or PCO, the City will prepare for signatures of parties a Change Order to implement the changed Work. No oral instructions of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Change Orders that result in an increase to the amount certified by the Controller for the Project are subject to the Certification by Controller requirements of the City's Charter (see Article 3 of Section 00 52 00) and are effective upon incorporation into an approved Modification.

B. Release of Claims: The parties agree to make good faith efforts to settle all Change Orders full and final at the time of Change Order execution. Accordingly, City and Contractor acknowledge and agree that Change Orders shall contain the following provision, unless and only if the City determines that good cause exists to use different release language for a specific change order:

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due to Contractor, all Subcontractors and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By executing this Change Order, Contractor acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extend-

ed field and home overhead costs (if any), delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The execution of this Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

C. Change Orders issued under this Article or extensions of Contract Time made necessary by reason thereof shall not in any way release any guarantees or warranties given by Contractor under the provisions of the Contract Documents, nor shall they relieve or release Contractor's sureties of bonds executed under such provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such Change Orders and to any extension of time made by reason thereof. Contractor shall be responsible for giving notice of any change affecting the Work, Contract Sum or Contract Times that is required to be given to its sureties by the provisions of any bond.

6.05 UNILATERAL CHANGE ORDERS

A. General: When time does not allow for a Change Order to be negotiated, or when the City and Contractor are unable to agree on the cost or time required to complete the change in the Work, the City may issue a Unilateral Change Order instructing Contractor to proceed with a change in the Work based on the City's estimate of cost and time to perform the change in the Work. Upon receipt of a Unilateral Change Order, Contractor shall proceed with the ordered Work.

B. Protest: If time did not allow for Contractor to submit a complete Cost and/or Time Adjustment Proposal prior to the issuance of a Unilateral Change Order, and Contractor disagrees with any terms or conditions set forth in a Unilateral Change Order and wishes to protest the Unilateral Change Order, Contractor shall submit, within 5 working days of receipt of the Unilateral Change Order, a complete Change Order Request (COR) in accordance with the requirements of Paragraph 6.03 (including a complete Cost and/or time Adjustment Proposal, as applicable). If a COR is not timely submitted as required, Contractor waives all rights to additional compensation for said Work, and payment, which shall constitute full

compensation for Work included in the Unilateral Change Order, will be made as set forth in the Unilateral Change Order. The City will review the COR and issue a determination per Paragraph 6.03. If the City denies the COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per subparagraph 6.056C, below. As a point of clarification, the protest procedures specified in this subparagraph do not apply to circumstances where Contractor submitted a complete Cost Proposal and/or Time Adjustment Proposal prior to the issuance of the Unilateral Change Order at issue, and the City subsequently issued a Unilateral Change Order because the parties were unable to timely agree on the cost and/or time to complete the change in the work. In such circumstances, if Contractor disagrees with any terms or conditions set forth in the Unilateral Change Order and wishes to pursue the dispute, Contractor must submit a timely Notice of Potential Claim per subparagraph 6.05(C), below (but does not have to submit a revised/new COR).

C. Claim Notification: Contractor waives all costs exceeding the City's estimate for the Unilateral Change Order Work unless Contractor submits a written Notice of Potential Claim in accordance with the requirements of Article 13. Said Notice shall be submitted no later than 10 working days after occurrence of one of the following potential claim events, whichever occurs first:

1. Contractor submits an invoice for completion of the Unilateral Change Order Work; or
2. upon Contractor's receipt of written notice from the City that the City considers the Unilateral Change Order Work completed.

6.06 COST OF CHANGE ORDER WORK

A. For Change Order Work and Change Order Work proposal pricing, Contractor will be paid the sum of the direct costs for labor, materials and equipment used in performing the Work as determined by the procedures set forth in this subparagraph 6.06A.

1. Labor: Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Change Order Work. Working foremen will be considered a direct cost of the Change Order Work only if the individual is on Site physically installing the Work. The costs for all supervision, including general superintendents and foremen, will not be considered a direct cost and shall be included the markup defined in subparagraph 6.06B, below. The cost of labor, whether the employer is Contractor, a subcontractor, or other forces, will be the sum of the following:

- a. Actual Wages. The actual wages paid shall include any actual payments by the employer for its workers' health and welfare, pension, vacation, training, and similar purposes.

b. Labor Surcharge. To the actual wages, as defined above, will be added a labor surcharge as set forth in the version of the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the extra work is accomplished and which is incorporated by reference as though set forth in full. That labor surcharge shall constitute full compensation to Contractor for all of its costs for worker's compensation insurance, Social Security, Medicare, federal unemployment insurance, state unemployment insurance, and state training taxes. No other fixed labor burdens will be considered, unless approved in writing by the City.

c. Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workers.

2. Materials: The City will pay Contractor on Change Orders only for those materials furnished by Contractor and directly required for performing the Change Order Work. The cost of such material shall be the direct cost, including sales tax, to the purchaser, whether Contractor, Subcontractor or Lower-Tier Subcontractor, from the Supplier thereof and may include the cost of transportation, but delivery charges will not be allowed unless the delivery is specifically required for the Change Order Work. If a trade discount by an actual Supplier is available to Contractor, such discount shall be credited to the City notwithstanding the fact that such discount may not have been taken. If the materials are obtained from a Supplier or source owned wholly or in part by Contractor, payment thereof shall not exceed the current wholesale price for the materials as determined by the City. The term "trade discount" includes the concept of cash discounting.

3. Equipment: Payment for equipment costs on Change Orders will be made at the lesser of the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of: (i) the Labor Surcharge & Equipment Rental Rate Book (including its supplement Miscellaneous Equipment Rental Rates) published by the California Department of Transportation and available for download at <http://www.dot.ca.gov/hq/construc/equipmnt.html>; or (ii) "Rental Rate Blue Book," published by EquipmentWatch, a unit of Penton Media, Inc., 181 Metro Drive, Suite 410, San Jose, California 95110, phone (800) 669-3282 (see www.equipmentwatch.com and click on the link "Rental Rate Blue Book" for information).

a. Such rental rates shall be adjusted as appropriate and will be used to compute payments for equipment, regardless of whether the equipment is under Contractor's control through direct ownership, leasing, renting, or other method of acquisition; provided, however, for equipment rented or leased in arm's length transactions with outside vendors, Contractor will be reimbursed at the actual rental or leased invoice rates when such rates are reasonably

in line with the applicable rates specified in the publications identified above as determined by the City. Arm's length rental or lease transactions are those in which the firm involved in the rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Contractor has the burden of proof to demonstrate that a rental or lease transaction was an arm's length transaction. Contractor shall submit copies of all rental or lease invoices, and other information as requested by the City, if any, as supporting documentation with each PCO cost proposal.

b. For equipment that is not listed in the publications identified above, payment for equipment costs or the City's assessment of the reasonableness of rates in arm's length rental or lease transactions will be based on the lowest quote obtained by the City from either Caltrans or EquipmentWatch. Contractor shall provide all necessary equipment ownership and other information as requested by the City so that the City may obtain a quote. Caltrans will quote rental rates at no cost to the City; however, EquipmentWatch charges for its quote service (a charge that will be paid by the City if the City seeks a quote from EquipmentWatch). Accordingly, if Caltrans provides a quote for a rental rate, then the City, at its sole discretion, may elect not to seek a quote from EquipmentWatch and will use only the Caltrans quote.

c. Daily, weekly, or monthly rates shall be used, whichever are lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, equipment of unwarranted size or type and cost is used, the cost shall be calculated at the rental rate for equipment of proper size and type.

d. The actual time to be paid for equipment shall be the time the equipment is in productive operation on the Work under the Change Order. No payment will be made for time while equipment is inoperative due to breakdown or for non-work days. In addition, the rental time shall not include the time required to move the equipment to and from the Site. Loading and transportation costs will be paid, in lieu of rental time, only if the equipment does not move under its own power and is utilized solely for the Work of the Change Order. No mobilization or demobilization will be allowed for equipment already on the Site. Equipment that is idle, non-operating or in standby mode shall be reimbursed at the lesser of Caltrans' rates, as adjusted by Caltrans' Delay Factor, or EquipmentWatch's rates, as adjusted by its standby calculation, unless such equipment is rented or leased as provided above.

e. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools

and equipment are included as part of Contractor's markup for overhead and profit as defined in subparagraph 6.06B.

f. Payment to Contractor for the use of equipment as set forth herein shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Contractor incidental to the use of the equipment.

B. Costs Included as Part of Markup for Overhead and Profit: To the total of the direct costs computed as provided in subparagraph 6.06A there will be added a markup for overhead and profit as specified in subparagraph 6.06C. The markup shall constitute full compensation for all direct and indirect overhead costs and profit which shall be deemed to include all items of expense not specifically listed in subparagraph 6.06A as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of the types of costs that are included in the markup for overhead and profit for all Change Orders including Force Account Work:

1. Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.

2. All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, internet and e-mail services, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1,000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to all regulatory requirements including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.

3. Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop drawings, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.

4. Bond and insurance costs.

5. All other costs and taxes required to be paid, but not included under direct costs as defined in subparagraph 6.06A.

C. Contractor's Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category. These markups provide for all indirect and overhead costs and profit:

Changed/Extra Work –Direct Costs	Markup Percentage
Contractor direct labor	35%
Contractor direct materials	15%
Contractor direct equipment	15%
Subcontractor (of any tier) direct labor	35%
Subcontractor/Supplier (of any tier) direct materials	15%
Subcontractor/Supplier (of any tier) direct equipment	15%

1. For Work performed by a Subcontractor or Supplier, Contractor shall receive a maximum 10 percent markup on the Subcontractor's total cost (total cost includes Subcontractor's direct costs plus applicable markups specified above). Such additional 10 percent markup shall reimburse Contractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.

2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a maximum 10 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 10 percent markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.

3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.

D. For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: (i) Unit Prices stated in the Contract Documents; (ii) where Unit Prices are not applicable, a lump sum based upon the costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Paragraph 6.06, supported by a Cost Proposal as required by Paragraph 6.03. Neither Contractor nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.

1. When both additions and credits are involved in any one Change Order, Contractor's markup shall be computed on the basis of its direct costs and

labor productivity for the net change in the quantity of the Work. For example, if a Change Order adds 14 units on one Drawing and deletes 5 units on another Drawing, the markup shall be based on the net addition of 9 units. No markup will be allowed if the deductive cost exceeds the additive cost.

2. If the City issues written notice of deletion of a portion of Work after the commencement of such Work or after Contractor has ordered acceptable materials for such Work which cannot be cancelled, or if part or all of such Work is not performed by Contractor because it is unnecessary due to actual Site conditions, payment will be made to Contractor for direct costs of such Work actually performed plus markup for overhead and profit as provided in subparagraph 6.06C.

3. Contractor shall not be compensated for costs incurred after receipt of the City's written notice deleting the portion of Work.

4. Materials ordered by Contractor prior to the City's issuance of a notice of deletion and paid for by the City shall become the property of the City, and the City will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the City so directs, the material shall be returned and Contractor will be paid only for the actual charges made by the vendor for returning the material including restocking charges.

E. Costs Not Included in the Work: Contractor shall be solely responsible for determining which of its subcontractors receive Change Orders. No additional compensation will be provided Contractor for the cost of its subcontractors to review, post, coordinate, and perform related tasks to administer Change Orders which do not result in direct cost charges from such subcontractors. Such costs shall be considered normal business costs, which are contractually determined between Contractor and its subcontractors prior to Bid, and such costs shall be included in Contractor's Total Bid Price.

F. Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Contractor.

6.07 FORCE ACCOUNT WORK

A. General: When additions, deletions, or revisions in the Work are to be paid for on a Force Account basis, all direct costs itemized in subparagraph 6.06A shall be subject to the approval of the City and compensation will be determined as set forth herein.

1. The City will direct Contractor to proceed with the Work on a Force Account basis, and the City will establish a "not to exceed" budget.

2. All requirements regarding direct costs and markup for overhead and profit provided in Paragraph 6.06B shall apply to Force Account Work. However, the City will pay only the actual necessary costs verified in the field by the City on a daily basis.

3. Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall be fully covered by the markup for overhead and profit markup as provided in subparagraph 6.06C.

B. Notification and Verification: Contractor shall notify the City in writing at least 24 hours in advance of its schedule before proceeding with the Force Account Work. All Force Account Work shall be witnessed, documented, and approved in writing by the City on the day that the Work is performed. Contractor will not be compensated for Force Account Work if Contractor fails to provide timely notice to the City before commencing the Force Account Work. In addition, Contractor shall notify the City when the cumulative costs incurred by Contractor for the Force Account Work equal 80 percent of the budget pre-established by the City. Contractor will not be compensated for Force Account Work exceeding the "not to exceed" budget amount if Contractor fails to provide the required notice before exceeding 80 percent of the Force Account budget.

C. Reports: Contractor shall diligently proceed with the approved Force Account Work and shall submit to the City no later than 12:00 p.m. of the day following performance of Force Account Work a daily Force Account Work report on a form obtained from the City. The report shall provide an itemized, detailed account of the daily Force Account labor, material, and equipment, including names of the individuals and the specific pieces of equipment identified by manufacturer's model type and serial number. Contractor's authorized representative shall complete and sign the report. Contractor will not be compensated for Force Account Work for which said timely report is not completed and submitted to the City.

D. Records: Contractor shall maintain detailed records of all Work done on a Force Account basis. Contractor shall provide a weekly Force Account summary indicating the status of each Force Account Work directive in terms of actual costs incurred as a percent of the budget for the respective Force Account Work directive and the estimated percentage completion of the Force Account Work.

E. Agreement: If Contractor and the City reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a Force Account basis, Contractor's signed written reports shall be discontinued and all previously signed reports shall become invalid.

6.08 UNIT PRICE WORK

A. General: Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for all Unit Price Work an amount equal to the product of the established unit price Bid for each Item of Unit Price Work times the estimated quantity of each Item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Bid Price. Determination of the actual quantities and classifications of Unit Price Work will be made in accordance with Division 01, and the Contract Sum will be adjusted based on the actual quantities of Work performed.

1. Each unit price on the Schedule of Bid Prices shall include an amount considered by Contractor to cover Contractor's markup for overhead and profit as defined in Paragraph 6.06.

B. Quantity Increases: Should the total quantity of any Item of Unit Price Work performed exceed the estimated quantity indicated on the Schedule of Bid Prices by more than 25 percent, the Work in excess of 125 percent of such estimated quantity will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined as follows, of the total quantity of Work performed under said Item. The actual unit cost will be determined based on the direct costs per unit less fixed costs, which will be deemed to have been recovered by Contractor with the payments made for 125 percent of the quantity indicated on the Schedule of Bid Prices, and markup for overhead and profit as provided in Paragraph 6.06.

2. When the compensation payable for the number of units of an Item of Unit Price Work performed in excess of 125 percent of the quantity as indicated on the Schedule of Bid Price is less than \$5,000 at the unit price Bid therefor, the City reserves the right to make no adjustment in said unit price if the City so elects, except that an adjustment will be made if Contractor submits a Change Order Request (COR) in accordance with the requirements of Paragraph 6.03.

3. At the City's option, payment for Unit Price Work in such excess will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08B.1 or 6.08B.2 above.

C. Quantity Decreases: Should the total quantity of any Item of Unit Price Work performed be less than 75 percent of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Contractor submits a COR in accordance with Paragraph 6.03. If Contractor

for so requests, the quantity of said Item performed will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined based on the direct costs per unit, including fixed costs described under subparagraph 6.08B.1, and markup for overhead and profit as provided in Paragraph 6.06, of the total quantity of Work performed under said Item, provided however, that in no case shall the payment for such Work be less than that which would be made at the unit price Bid therefor.

2. The payment for the total pay quantity of such Item of Unit Price Work will in no case exceed the payment which would be made for the performance of 75 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price Bid therefor.

3. At the City's option, payment for the Work involved in such deficiency will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08C.1 and 6.08C.2 above.

ARTICLE 7 - TIME

7.01 PROGRESS AND COMPLETION

A. Contractor shall commence the Work of the Contract within 5 days from the start date established in the Notice to Proceed issued by the City and shall diligently and continuously prosecute the Work to its completion.

B. No demolition, removal, or reconstruction Work at the Site shall be started until Contractor has presented evidence satisfactory to the City Representative that it can, upon commencement, prosecute the Work continuously and expeditiously, and a Notice to Proceed has been issued by the City for Work to start.

C. The continuous prosecution of the Work by Contractor shall be subject only to the delays defined in Paragraph 7.02. The start of Work shall include attendance at pre-construction conferences; joint survey and documentation of existing conditions, if required by the Contract Documents; preparation and submittal of shop drawings, equipment lists, schedule of values, progress schedule, submittal schedule, and requests for substitutions; and other similar activities.

D. The Work of this Contract shall be brought to Substantial Completion and Final Completion, as determined by the City, in the manner provided for in the Contract Documents within the limits of Contract Time set forth in Section 00 73 02, from and after the official start date established in the written Notice to Proceed.

1. Issuance of a Notice of Substantial Completion may not precede the issuance of a Temporary Certificate of Occupancy, if such Temporary Certificate of Occupancy is required by the authority having jurisdiction over the Work.

2. During the time between Substantial Completion and Final Completion, Contractor shall complete the punch list work, but Contractor shall not disrupt the City's beneficial occupancy of the Project or any public use of the Work.

3. Final Completion is a condition precedent to final payment. The City will issue final payment to Contractor acknowledging that the Project is complete and the Work is acceptable to the City.

4. The limits of Contract Time as specified in Section 00 73 02 shall not be affected by the acceptance of any of the Alternate Bid Items included in the Contract Documents provided that said Alternate Bid Items were incorporated into the Contract within the number of months after the date of the Order of Award of the Contract specified on Section 00 41 00.

5. The specified limits of Contract Time may be changed only by a Change Order. Claims for compensation because of adjustment of the limits of Contract Time shall be made in accordance with the requirements of Paragraph 13.03.

E. Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion of the Project within the specified limits of Contract Time required by the Contract Documents. Contractor shall not start the Work unless it has sufficient equipment and materials available for the Project to allow diligent and continuous prosecution of the Work.

F. Contractor shall be responsible to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its schedule and complete the Work within the specified limits of Contract Time. No additional compensation will be paid for such cooperation.

G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit operational plans to the City to demonstrate the manner in which the desired rate of progress will be regained:

1. increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;

2. increase, when permitted in writing by the City, the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment or any combination of the foregoing, sufficiently to substantially eliminate the backlog of Work;

3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities;

4. expedite delivery of materials and equipment such as by airfreight;

5. accelerate the priority of manufacture, fabrication and shipment preparation of Work on order with the Supplier should such priority lists exist as a normal course of its business; and

6. any other means deemed appropriate by the City.

H. The City may direct Contractor to take steps enumerated in subparagraph 7.01G for the convenience of the City and if Contractor is not at fault. Should the City Representative direct Contractor to take measures previously described, the City will reimburse Contractor for reasonable costs of complying.

I. Should Contractor at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient resources to prosecute the Work continuously and at the rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted progress schedule update, the City shall have the right to enter Default and terminate the Contract for cause as set forth in Paragraph 14.01.

7.02 DELAYS AND EXTENSIONS OF TIME

A. Unavoidable Delays: Pursuant to section 6.22(h)(2)(C) of the San Francisco Administrative Code and for the purposes of the Contract Documents the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Contractor that could not have been avoided by Contractor's exercising care, prudence, foresight, and diligence. Moreover, in accordance with the progress schedule requirements of Paragraph 3.09, Contractor shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor (i.e., Avoidable Delays).

1. Non-compensable Delay/Time Extension. Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay: Acts of God (as used herein, includes only

earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in Paragraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slow-downs; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Contractor from commencing or prosecuting the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's Subcontractors and Suppliers of all tiers; the prevention of Contractor from commencing or prosecuting the Work because of failure of the City to furnish the necessary materials, when required by the Contract Documents and when requested by Contractor in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.

a. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the City.

b. In addition, Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the current, City-approved progress schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized as deemed by the City to limit or eliminate the effect of the labor dispute on the Work. To the extent Contractor fails to initiate appropriate measures, it is not entitled to an extension of Contract Time. In addition, any delay impact caused by said failure on the progress schedule will be considered a Contractor-caused delay under any and all applicable provisions of the Contract Documents.

2. Compensable Delay/Time Extension. Contractor shall be entitled to a compensable time extension for an Unavoidable Delay caused solely by

(i) the failure of the City to furnish necessary rights-of-way in accordance with the schedule set forth in the Contract Documents; (ii) failure by the City to deliver materials or equipment shown in the Contract Documents to be furnished by the City in accordance with the schedule specified in the Contract Documents where such failure is not the result of any default or misconduct of Contractor; (iii) the failure of the City to perform some other contract obligation where such failure is not the result of any default or misconduct of Contractor; (iv) the suspension of the Work by the City for its own convenience or benefit where such decision is not the result of any default or misconduct of Contractor; or (v) a materially differing site condition per Paragraph 3.03, provided such City-caused Unavoidable Delay is critical, extends the most current Contract Substantial Completion Date, and is not concurrent with a Contractor-caused delay (Avoidable Delay) or other type of Unavoidable Delay as previously defined (not caused by the City). If for any reason one or more of the conditions prescribed above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining a compensable time extension. All other types of Unavoidable Delay shall not entitle Contractor to a compensable time extension. Refer to Paragraph 7.03 for more information regarding compensable delay.

3. Concurrent Delay. Contractor shall be entitled to a non-compensable time extension only in the event that a City-caused (otherwise compensable) delay is concurrent with either a Contractor-caused delay or a non-compensable Unavoidable Delay.

B. Avoidable Delays: The term Avoidable Delay shall include, but is not limited to, the following:

1. any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors or Suppliers of any tier; or

2. any delay in the prosecution of parts of the Work, which may in itself be Unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the date of Substantial Completion based on the specified limits of Contract Time; or

3. any delay caused by the untimely review by Contractor of the Contract Drawings and Specifications pursuant to subparagraph 3.01C; or

4. any delay resulting from the City responding to Contractor-generated RFIs in accordance with subparagraph 6.02B; or

5. any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the City, but does not delay the date of Substantial Completion based on the specified limit of Contract Time.

6. Contractor shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs or damages for delay, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess of extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Avoidable Delay.

C. Adverse Weather Delays:

1. Adverse weather shall not be a prima facie reason for the granting of a non-compensable time extension, and Contractor shall make every effort to continue work under prevailing conditions. Such efforts by Contractor shall include, but are not limited to, providing temporary gravel roads; installing a rain dewatering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and providing temporary heat where required for Work to proceed without delay.

2. The City may classify an adverse weather day as a non-compensable Unavoidable Delay, provided Contractor made efforts to work during adverse weather and to avoid the impacts of adverse weather to its schedule. If such an event occurs, and Contractor is prevented by adverse weather or conditions from proceeding with at least 75 percent of the scheduled labor, material and equipment resources for at least 5 hours per work day on activities shown as critical on the most current and City-approved progress schedule update, the delay will be classified as an Unavoidable Delay, and Contractor will be granted a non-compensable time extension.

3. Regardless of the type and severity of the adverse weather, Contractor shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.

4. Adverse weather shall mean rain, wind-storm, flood, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather as provided herein and which are proven by Contractor to be detrimental to the progress of the Work. Contractor shall plan the Work to allow for the following number of days of inclement weather during normal working hours:

<u>Month</u>	<u>Rain Days</u>	<u>Month</u>	<u>Rain Days</u>
January	3	July	0
February	3	August	0
March	3	September	0
April	1	October	1
May	0	November	3
June	0	December	3

a. Contractor's progress schedule shall incorporate prudent allowance for the anticipated number of days of inclement weather specified herein.

b. The Contract Time allowed for completion of Work specified in Contract Time and Liquidated Damages (Section 00 73 02) is predicated on the anticipated number of days of inclement weather specified herein.

c. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event has been exceeded.

d. In the event that there are months with less than the anticipated number of inclement weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Contractor has requested a time extension because of adverse weather.

e. In the event that there is a month with more than the anticipated number of inclement weather days specified herein, and Contractor has requested a time extension because of adverse weather, the City reserves the right to transfer unused inclement weather days from other months of the Contract Time to the month in question. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other months of the Contract Time, has been exceeded.

D. Notice of Delay:

1. Pursuant to section 6.22(h)(2).(D) of the San Francisco Administrative Code, Contractor shall notify the City in writing promptly of all anticipated delays in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay. The City may take steps to prevent the occurrence or continuance of the delay, and the City may determine to what extent Substantial Completion is delayed thereby.

2. Said notice shall constitute an application for an extension of time and payment for a compensable time extension, if applicable, only if the notice requests such time extension, specifies whether Contractor believes the time extension is compensable or non-compensable, sets forth Contractor's estimate of the additional time required together with a full recital of the causes of Unavoidable Delays relied upon, and meets all requirements for a Notice of Potential Claim as set forth in Article 13, including the requirement that such Notice be submitted to the City within 10 days of the event which the Contractor contends affected the performance of the Work.

3. The City's determination of whether an extension of time will be granted and whether the extension is compensable or non-compensable will be based on Contractor's demonstration to the City's satisfaction that such Unavoidable Delays will extend Contractor's current critical path on the current, City-approved updated progress schedule or require the formulation of a new extended critical path.

4. If Contractor does not submit a notice as set forth in subparagraph 7.02D.2, above, Contractor thereby admits the occurrence had no effect on the length of its duration of Work and no extension of time is necessary, and Contractor understands and agrees that no extension of time or adjustment of the Contract Sum will be granted by the City.

E. Extensions of Time:

1. In the event it is deemed necessary by the City to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time specified in the Contract Documents, such extensions shall in no way release any guarantees or warranties given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision.

2. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time.

3. The length of any extension of time shall be limited to the extent that the commencement, prosecution and completion of the Work are delayed by the event as determined by the City in accordance with section 6.22(h)(2)(D) of the San Francisco Administrative Code.

4. Adjustments to the Contract Sum for compensable time extensions shall be per Paragraph 7.03.

5. Extensions of time that cumulatively extend the Contract Time in excess of 10 percent of the original contract duration as specified in Section 00 73 02 shall be subject to the approval of the Mayor (or the Mayor's designee) or the Commission (or the Commission's designee), as appropriate.

6. In no event shall such extensions of time be granted subsequent to the date of Final Completion.

7. Granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or to collect other damages or to pursue other rights and interests which the City is entitled.

8. Should Contractor, any subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the pro-

visions of this Paragraph 7.02, Contractor and its subcontractor or supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.

9. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision nor any other provision of the Contract Documents has for its object, directly or indirectly, the exemption of the City, the City Representative, the City's consultants, and their respective directors, officers, members, employees, and authorized representatives from responsibility of their own sole negligence, violation of law or other willful injury to the person or property of another.

7.03 ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/COMPENSABLE TIME EXTENSION

A. The Contract Sum will be adjusted for a compensable delay as specified in subparagraph 7.03C, below, if, and only if, Contractor demonstrates that it is entitled to a compensable time extension per subparagraph 7.02A.2 and timely complies with the Notice of Delay requirements of these General Conditions.

B. The provisions of this Paragraph 7.03 and subparagraph 7.02A.2 do not apply to Change Order Work paid under Paragraphs 6.06 (Cost of Change Order Work) or 6.08 (Unit Price Work), or to Force Account Work performed under Paragraph 6.07. Contractor's right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Sum (including without limitation the mark-ups specified) as set forth in Paragraphs 6.06 or 6.08 of these General Conditions. Those Paragraphs include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Change Order Work or Force Account Work.

1. The Contract Sum adjustment provisions set forth in Paragraphs 6.06 and 6.08 constitute the sole, exclusive and complete compensation that the City is obligated to pay Contractor for all costs, expenses and damages incurred by Contractor and its Subcontractors and Suppliers of all tiers associated with Change Order Work or Force Account Work.

2. If Contractor perform Change Order Work or Force Account Work during a compensable delay

period and seeks additional compensation for the compensable delay (i.e., above the markups specified in Paragraph 6.06), then the City will deduct the field and home office overhead costs paid under Paragraph 6.06 from the compensation owed under subparagraph 7.03C, below, for the same time period as follows. For field office overhead paid under Paragraph 6.06, the City will deduct 5-1/2 percent of the value of the added Work (added through Change Order or Force Account). For home office overhead paid under Paragraph 6.06, the City will deduct 5 percent of the value of added Work.

C. Field Office Overhead – Daily Rate: If Contractor meets the conditions for a compensable time extension specified in subparagraph 7.03A, above, then the City shall pay Contractor such amount as the City may find to be fair and reasonable compensation for such part of Contractor's actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:

1. Within the time and in the format specified by the City, Contractor shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance, safety and security expenses.

2. The listing of the daily field office overhead cost components described above must be based on the Contractor's actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Contractor's time-related daily field office overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new overhead rate based on the Contractor's overhead costs at the time of the subsequent delay.

3. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead costs and no profit allowance shall be allowed on the extended daily field office overhead cost.

4. The information submitted as required above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles. The City shall have the right to audit Contractor's costs under Paragraph 2.05 of these General Conditions if the City Representative considers the submitted costs to be excessive, questionable, or unsupported.

D. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a com-

pensable time extension will not be allowed unless Contractor demonstrates to the satisfaction of the City that each and every of the following conditions apply to the delay period: (i) the delay was caused by the City and meets the conditions of Paragraph 7.02A.2; (ii) such City-caused delay was of an indefinite (unknown) duration; (iii) the City-caused delay suspended most, if not all, project Work; (iv) the City caused delay resulted in a substantial disruption or decrease in the income stream from the project; (v) during the City-caused delay, Contractor was required to remain ready to resume Contract Work immediately; and (vi) Contractor was unable to secure comparable replacement work during the impacted period to replace the reduced cash flow from this project. If Contractor believes that it may be entitled to extended home office overhead, it must notify the City through the Notice of Delay process specified in subparagraph 7.02D, above. Within the time and in the format specified by the City, Contractor shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination. Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the City shall have the right to audit Contractor's submittal under Paragraph 2.05 of these General Conditions. If the City determines that extended home office overhead is available, then the City shall have the discretion to determine the methodology for calculation of the rate.

7.04 LIQUIDATED DAMAGES

A. Determination of Damages:

1. The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified limits of Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

2. Damages which the City would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of an architectural, engineering and construction management staff comprised of both City Representatives and consultants; costs of administration, inspection and supervision; and the loss suffered by the public within the City and County of San Francisco by reasons of the delay in the construction of the Project to serve the public at the earliest possible time.

B. Agreed Amount of Damages: It is understood and agreed by Contractor and City that if all the Work specified or indicated in the Contract Documents is not completed within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, actual damages will

be sustained by the City in the event of and by reason of such delay.

1. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for Substantial Completion, as such date may be modified in accordance with the Contract Documents.

2. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for completing the punch list of remedial Work and achieving Final Completion, as such date may be modified in accordance with the Contract Documents.

3. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day (or other measure) of delay beyond the number of days (or other measure) specified in Section 00 73 02 for completing the specified critical, independent milestone Work (e.g., shutdown Work), if any, as such date may be modified in accordance with the Contract Documents.

4. It is therefore agreed that Contractor shall pay such amount of liquidated damages as specified in Section 00 73 02, and in case such amount is not paid, Contractor agrees that the City may deduct the amount therefor from any money due or that may become due Contractor under the Contract.

C. Payment of Damages:

1. Should Contractor become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments as provided in Paragraph 9.06 which would otherwise be due or become due Contractor until the liability of Contractor has finally been determined.

2. The City shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such retained percentages shall be paid to Contractor only after discharge in full of all liability incurred by Contractor.

3. If the retained percentage is not sufficient to discharge all such liabilities of Contractor, Contractor and its sureties shall continue to remain liable to the City until all such liabilities are satisfied in full.

4. Should the retention of moneys due or to become due to Contractor be insufficient to cover

such damages, Contractor shall pay forthwith the remainder to the City.

ARTICLE 8 - INSPECTION AND CORRECTION OF WORK

8.01 UNCOVERING OF WORK

A. No Work or portion of Work shall be covered until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.

B. If any part of the Work is covered contrary to the request or direction of the City Representative or other public authority having jurisdiction, or contrary to the requirements of the Contract Documents, Contractor must, upon written request, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently cover the Work in accordance with the requirements of the Contract Documents without adjustment to the Contract Time or Contract Sum. The provisions and obligations set forth in this subparagraph shall apply even if the City or other public authorities having jurisdiction ultimately determine (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

C. Should the City or other public authorities having jurisdiction wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with subparagraph 8.01A, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City or other public authorities having jurisdiction did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City or other public authorities having jurisdiction determine that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City or other public authority having jurisdiction determine that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

8.02 TESTS AND INSPECTIONS

A. All testing and inspection of the Work required by the Contract Documents (other than special in-

spections as set forth in subparagraph 8.02B below) shall be arranged and paid for by Contractor through an independent testing laboratory, unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction.

B. Special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or other agency having jurisdiction shall be performed at the City's expense. Contractor shall give the City Representative, the City's independent testing laboratory, special inspectors, and representatives from other authorities having jurisdiction a minimum of 10 working days notice, excluding weekends and City holidays, of when and where such special inspections are required so the City may arrange for the appropriate City representatives and inspectors, and representatives from other public authorities having jurisdiction, to be present to perform the necessary inspections or tests.

1. The City reserves the right to modify the scope of, or to reassign, any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing agency or consultant retained by the City in connection with the Work.

C. If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in subparagraph 8.02A, the City will order the performance of such services by qualified independent testing agencies, or consultants as may reasonably be required. The City shall bear such costs except as otherwise provided in subparagraph 8.02D.

D. If such testing, inspection or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Contractor shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the City's additional testing and inspection services and expenses.

1. If the City's observation of any inspection or testing undertaken pursuant to this Paragraph 8.02 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the City will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.

2. Contractor shall bear all costs thereof, including reimbursement to the City for the City's additional testing and inspection services if any are required, made necessary thereby. However, neither

the City's authority to act under Paragraph 8.02 nor any decision made by the City Representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the City to Contractor, any subcontractor, or any of their agents or employees, or any other person performing any of the Work.

E. Neither observation by the City nor inspections, tests, or approvals by the City's inspectors or testing agencies and consultants, or by other public authorities having jurisdiction, shall relieve Contractor from Contractor's obligation to perform and provide quality control services to assure that the Work conforms to the requirements of the Contract Documents.

F. Failure or neglect on the part of the City or any of its authorized agents or representatives to condemn or reject Non-conforming Work or defective materials shall not be construed:

1. to imply acceptance of such Non-conforming Work or materials; or

2. as barring the City at any subsequent time from the recovery of money needed to build anew all portions of such Non-conforming Work; or

3. to relieve Contractor from the responsibility of correcting Non-conforming Work or materials.

G. Unless otherwise required by the Contract Documents, required certificates of testing, inspection or approval shall be secured by Contractor and furnished to the City in accordance with the Specifications.

H. Contractor shall provide promptly all facilities, labor, equipment, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the City. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

1. The City reserves the right to charge to Contractor any additional cost of inspection, including travel, transportation, lodging, etc., or test when the Work, material or workmanship is not ready for testing or inspection at the specified time.

8.03 CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD

A. Contractor shall (i) correct Non-conforming Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to the City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Non-conforming Work or correction of Non-conforming Work. Contractor shall promptly commence such correction, replacement, repair, or

restoration upon notice from the City Representative, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all damages resulting from such Non-conforming Work, including without limitation additional testing, inspection, and compensation for City Representative's services and expenses (including the City's expenses at the labor rates included in the contracts between the City and the City's testing and inspection services).

B. The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the General Requirements or other Contract Documents or prescribed by applicable laws and regulations, commencing as follows:

1. For any Work not described as incomplete in the Punch List / Final Completion, on the date of Substantial Completion.
2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion per Paragraph 9.07 (Partial Utilization), as established in a Notice of Partial Utilization.
3. For all Work other than B.1 and B.2, above, from the date of Final Completion.

C. The requirement to correct Non-conforming Work shall continue until one year after the date of correction of repaired or replaced items, or such longer period as may be specified in the Contract Documents or mutually agreed to by Contractor and City.

D. If Contractor fails to commence correction of Non-conforming Work or fails to diligently prosecute such correction within 10 working days of the date of written notification from the City, the City may correct the Non-conforming Work in accordance with Paragraph 2.04 or may remove it and store the salvageable materials or equipment at Contractor's expense. If Contractor does not pay the costs of such removal and storage within 5 working days after written notice, the City may sell, auction, or discard such materials and equipment. The City will credit Contractor's account for the excess proceeds of such sale, if any. The City will deduct from Contractor's account the costs of damages to the Work, rectifying the Non-conforming Work, removing and storing such salvageable materials and equipment, and discarding the materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Contractor shall reimburse the City.

E. If immediate correction of Non-conforming Work is required for life safety or the protection of property and is performed by City or a separate contractor, Contractor shall pay to the City all reasonable

costs of correcting such Non-conforming Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Non-conforming Work or the correction of such Non-conforming Work.

F. This requirement to correct Non-conforming Work and all similar requirements applicable to equipment of subcontractors of any tier or suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the City without necessity of separate transfer or assignment thereof.

G. Contractor's obligations under this Paragraph 8.03 are in addition to and not in limitation of its warranty obligations under Paragraph 3.17 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Non-conforming Work. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of correction periods for Non-conforming Work relate only to the specific obligations of Contractor to correct the Work and in no way limits either Contractor's liability for Non-conforming Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

8.04 ACCEPTANCE OF NON-CONFORMING WORK

A. If, in the sole and unfettered judgment of the City, it is undesirable or impractical to repair or replace any Non-conforming Work, the City may accept such Non-conforming Work in exchange for a reduction in the Contract Sum by such amount as the City or its authorized representatives deem equitable, or Contractor shall rebate moneys previously paid by the City.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.01 CONTRACT SUM

A. Payment to Contractor at the Contract Sum shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work; for performing and completing all Work in accordance with the requirements of the Contract Documents; and for all expenses incurred by Contractor for any purpose incidental to performing and completing the Work.

B. Whenever the Contract Documents specify that Contractor is to perform Work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that such Work is to be performed or such materials furnished without extra charge, allowance or direct payment of any sort, and that the cost of performing such Work or furnishing such materials is included in Contractor's Total Bid Price.

9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK

A. Within 30 days after receipt of the Notice to Proceed, or as otherwise specified in Division 01, Contractor shall submit a detailed cost breakdown of each of the lump sum Items in the Schedule of Bid Prices, including Alternate Bid Items selected by the City, coordinated with the progress schedule. This breakdown shall be referred to as the schedule of values and shall serve as the basis for progress payments for lump sum Items. No progress payments will be made on account of lump sum Items until the City has reviewed and accepted Contractor's schedule of values.

1. The specific format, detail and submittal requirements for the schedule of values shall be as specified in Division 01 or as directed by the City to facilitate and clarify progress payments to Contractor for completed Work.

2. The sum of the individual costs listed in the schedule of values for each lump sum Item shall equal the lump sum price Bid therefor under the Bid Item named in Section 00 41 00.

3. Unless otherwise provided in the Contract Documents, Contractor's overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Contractor's Total Bid Price.

B. The City will review and return Contractor's schedule of values with comments. Contractor shall make all corrections requested by the City and resubmit for approval.

1. The City shall be the sole judge of the sufficiency in detail and proper proportioning of Contractor's schedule of values.

2. Contractor's schedule of values will be acceptable to the City as to form and substance if it provides a reasonable allocation of Contractor's Bid amount to component parts of the Work.

C. Upon concurrence by the City, a written formal approval of Contractor's schedule of values will be issued. If the City later determines that the schedule of values is insufficient or incorrect, an adjustment shall be made as specified in subparagraph 9.02B.

9.03 PROGRESS PAYMENTS

A. Subject to the conditions set forth in these General Conditions, and to the authorization of the City or the authorized representatives of the City, payment shall be made upon demand of Contractor and pursuant to the Contract Documents as follows.

B. On the 25th day of each month, Contractor shall submit to the City for review an Application for Payment, on a form approved by the City and signed by Contractor, covering the Work completed by Contractor as of the date of the Application and accompanied by such supporting documentation as specified in Division 01.

1. The monthly value of lump sum Work shall be estimated by Contractor pursuant to the schedule of values prepared in accordance with Paragraph 9.02. Contractor's estimates need not be based on strict measurements but shall consist of good-faith approximations and shall be proportional to the total amount, considering payments previously made, that becomes due for such Work satisfactorily completed in accordance with the requirements of the Contract Documents.

2. Progress payments on account of Unit Price Work shall be based on the number of units of Work satisfactorily completed as determined by the City and the unit prices Bid by Contractor, adjusted as specified in Paragraph 6.08 for the actual quantities of Work performed.

3. Progress payments on account of allowances named in Section 00 41 00 shall be made for such sums as may be acceptable to the City. Prior to final payment, an appropriate Change Order will be issued as directed by the City Representative to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Sum will be adjusted accordingly.

C. The Application for Payment shall identify the amount of Contractor's total earnings to date.

D. Monthly progress payment amounts to Contractor shall be based upon completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in subparagraph 9.10, no allowance will be made for materials or equipment not incorporated into the Work.

E. Monthly Applications for Payment shall be based on information developed at monthly progress meetings and shall be prepared by Contractor as specified in Division 01. Submission of approved monthly progress schedule updates for same period as the Application for Payment shall be a condition precedent to making progress payment Applications. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.

F. In addition to other requirements specified in Division 1, consistent with Executive Directive 12-01, Contractor shall include its Subcontractors' acceptable invoices with the Monthly Application for Payment that it submits no later than 30 days after receipt of such invoices from its Subcontractors.

G. As soon as practical after estimating the progress of the Work, the City will pay to Contractor in a manner provided by law an amount based upon Contract prices, of labor and materials incorporated in the Work at the Site until midnight of the 25th day of the current month, less the aggregate of the amount of previous payments. Payments, however, may be withheld at any time that the Work, in the City's estimation, is not proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.06.

1. The City shall endeavor to make progress payments for undisputed amounts within 15 business days, but no later than 45 business days, of receiving a payment request and the required documentation including, without limitation, certified payrolls, and Contract Monitoring Division program participation forms. In no event shall the City become liable for interest or other charges for late payment except as set forth in San Francisco Administrative Code section 6.22(j)(7).

H. No inaccuracy or error in said monthly estimates shall operate to release Contractor or its sureties from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the City shall have the right to correct any error made in any estimate for payment.

I. In accordance with the provisions of section 22300 of the California Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld by the City to ensure performance under the Contract under the following conditions:

1. At the request and expense of Contractor, securities listed in section 16430 of the California Government Code, bank or savings and loan certificate of deposits, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the City and Contractor which are equivalent to the amount withheld under the retention provisions of the Contract Documents shall be deposited with the City Controller who shall then pay such moneys to Contractor. Upon satisfactory completion of the Project and all Work under the Contract, the securities shall be returned to Contractor.

2. Contractor shall be the beneficial owner of the securities substituted for moneys withheld and shall receive any interest thereon.

3. Contractor shall enter into an escrow agreement with the City Controller according to Section 00 63 30, Escrow Agreement for Security Deposits in Lieu of Retention, specifying the amount of

securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract.

J. The granting of any progress payment, or the receipt thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way lessen the liability of Contractor to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made.

K. It is mutually understood and agreed that the City may withhold from any payment otherwise due Contractor such amounts as may be necessary to protect the City to ensure completion of the Project pursuant to the requirements of this Contract. The failure or refusal of the City to withhold any moneys from Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

1. If any payment or portion of payment is withheld by the City, Contractor will be notified in writing of the cause(s) of such action.

L. Only Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City shall be included on the payment authorization, and only that portion of the Change Order Work actually performed shall be submitted for payment. Contractor shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.

M. Submission of Electronic Certified Payrolls. No monthly progress payments will be processed until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and materials incorporated into the Work.

N. No monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

O. Effective January 1, 2016, no monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

1. Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each Subcontractor

tor and Supplier will be assigned a log-on identification and password to access the PRS.

2. Contractor shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.

3. Use of the PRS may require Contractor, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

4. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.

5. Contractor shall comply with the requirements of subparagraphs 9.03M, N and O at no additional cost to the City.

6. The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

P. Contractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.22(q) of the Administrative Code, Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a Subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the Subcontractor directly the penalty specified in Section 6.22(q).

9.04 RETENTION

A. As required by and in conformance with the procedures set forth in section 6.22(j) of the Administrative Code, the City shall hold five (5) percent in retention from each progress payment.

B. When the City determines that the Work is 98 percent or more complete, the City may reduce retention funds to an amount equal to 200 percent of the estimated value of work yet to be completed, plus any amounts necessary to cover offsets by the City for liquidated damages, defective Work, stop notices, forfeitures, and other charges.

C. The City shall release the balance of retention only upon the following conditions: (i) the Contractor has reached Final Completion as provided in Paragraph 9.09, below, and (ii) the Contract is free of offsets by the City for liquidated damages and defective work and is free of stop notices, forfeitures, and other charges.

D. The Contractor may apply for early release of retention for Work performed by (1) any subcontractor certified by the City as an LBE or (2) any subcontractor under a Contract with a construction duration of more than two years. The Contractor shall make such application in writing and shall certify the following:

1. That the Work by the subcontractor is completed and satisfactory in accordance with the Contract Documents;

2. The total amount paid to the subcontractor by Contractor as of the date of the written request; and

3. The amount of retention associated with the Work performed by the subcontractor.

4. Contractor acknowledges and agrees that the release of retention under this subparagraph shall not reduce the responsibilities or liabilities of the Contractor or its surety(ies) under the Contract or applicable law.

9.05 PAYMENT AUTHORIZATION

A. The City will, after receipt of Contractor's Application for Payment, approve such amount as the City determines is properly due.

B. Payment will be issued by the City based on the City's determination that the Work has progressed satisfactorily to the point stated in the application for payment. Payment will not be a representation that the City has:

1. inspected the Work exhaustively to check that the quality or quantity are in conformance to the requirements of the Contract Documents; or

2. reviewed Contractor's means, methods, techniques, sequences or procedures of construction; or

3. ascertained how or for what purpose Contractor has used money paid, or determined that title to any of the Work, materials, or equipment has passed to the City free and clear of any liens.

9.06 WITHHOLDING PAYMENT

A. The City may decide not to authorize payment, in whole or in part, to the extent reasonably necessary to protect itself, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure,

if, in the City's judgment, the determination required by subparagraph 9.05B cannot be made. If the City does not authorize payment in the amount of the application, the City will notify Contractor of the reasons for withholding payment. The City may also decline to authorize payment based on subsequently discovered evidence, and the City may nullify the whole or a part of a payment previously issued, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure, for one or more of the following reasons:

1. The City determines the existence of Non-conforming Work or completed Work that has been damaged, requiring correction or replacement.
2. Third party claims have been filed, or there is reasonable evidence indicating probable filing of such claims.
3. The City determines that the Work cannot be completed for the unpaid balance of the Contract Sum.
4. The Contract Sum has been reduced by Change Orders.
5. Damage has occurred to the City or another contractor.
6. The City determines that the Work will not be completed within the Contract Time and that the current unpaid balance and retention will not be adequate to cover actual or liquidated damages for the anticipated delay.
7. The City determines that Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, any of the causes enumerated under subparagraph 14.01A).
8. The City determines that Contractor fails to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.
9. The City determines that Contractor fails to comply with any other requirements of the Contract Documents.

9.07 PARTIAL UTILIZATION

A. Whenever the Work, or any part thereof, is in a condition suitable for use in the opinion of the City, and the best interest of the City requires such use, the City may make a written request for Contractor to permit the City to take possession of and use the Work, or a part thereof, at no additional cost to the City. When so used, maintenance and repair due to ordinary wear and tear caused by the City will be made at the City's expense. The use by the City of the Work or part thereof shall in no case be construed as constituting completion or acceptance of Non-conforming Work. Unless otherwise provided elsewhere in the Contract Documents, such use shall

neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.

B. Such Partial Utilization may commence at any time as determined by the City, except that the insurers providing property insurance shall have acknowledged notice thereof and in writing effected any changes in insurance coverage necessitated thereby.

C. If, in response to the City's written request(s) to take possession of and use part of the Work, Contractor believes that a specified part of the Work is Substantially Complete and ready for Partial Utilization, Contractor shall notify the City in writing and request a joint inspection of that part of the Work per the procedures described in Paragraph 9.08. When the City determines that the Work is ready for Partial Utilization, the City will issue a Notice of Partial Utilization, which shall establish the Partial Utilization date. The City will also issue a Punch List for the Work identifying deficient items to be corrected by Contractor prior to Final Completion.

D. Partial utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

E. Contractor shall perform final cleaning of such partially utilized Work as specified in the Division 01 when directed to do so by the City.

F. The Guarantee to Repair Period, as defined in Paragraph 8.03, will commence upon the date specified in the Notice of Partial Utilization except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which the City has not taken Partial Utilization or issued a Notice of Partial Utilization shall not commence until the City has taken Partial Utilization for that portion of the Work or has issued a Notice of Substantial Completion for the entire project.

G. Except as provided in this Paragraph 9.07, there shall be no additional cost to the City due to Partial Utilization.

9.08 SUBSTANTIAL COMPLETION

A. Contractor shall notify the City in writing when Contractor considers that the Work is Substantially Complete and request that the City inspect the Work and prepare a Notice of Substantial Completion. Attached to Contractor's request for a Substantial Completion inspection shall be a preliminary list of items to be completed or corrected before Final Completion.

B. Within 14 working days from receipt of Contractor's written notification, the City will make an inspection to determine whether the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will provide Contractor with a Punch List / Substantial Completion that

lists all Items that shall be corrected or completed before the City considers the Work Substantially Complete.

C. Once Contractor has completed all items on the Punch List / Substantial Completion, Contractor shall request a second inspection by the City to verify that the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will follow the same procedure as for the first inspection as described in subparagraph 9.08B. Contractor shall reimburse the City for costs incurred by the City and its consultants related to all additional inspections necessary to achieve Substantial Completion.

D. As a condition precedent to Substantial Completion, Contractor shall obtain a temporary certificate of occupancy from the City's Department of Building Inspection or other equivalent agency having jurisdiction over the Work in the event that such temporary occupancy permit or equivalent permit is necessary for the City to utilize the Work for the purposes for which it is intended.

E. When the City determines that the Work is Substantially Complete, the City will issue a Notice of Substantial Completion, which shall establish the Substantial Completion date.

F. At the time of delivery of the Notice of Substantial Completion, the City will deliver to Contractor (i) a Punch List / Final Completion identifying deficient items to be corrected by Contractor prior to Final Completion; and (ii) a written determination as to the division of responsibilities regarding close-out requirements including, but not limited to, security, operation, safety, maintenance, heat, utilities, insurance and warranties.

9.09 FINAL COMPLETION AND FINAL PAYMENT

A. When Contractor considers all Work complete, including all items of Work on the Punch List / Final Completion and all closeout requirements, Contractor shall notify the City in writing and request that the City issue a certificate of acceptance.

B. Within 5 working days of receipt of Contractor's written notice, the City will verify whether all Punch List / Final Completion items are completed. If the City finds that any of the Punch List / Final Completion items are not complete, the City will notify Contractor in writing. Contractor shall promptly take actions necessary to complete such Punch List / Final Completion items.

C. Once Contractor considers all deficient Punch List / Final Completion items complete, Contractor shall notify the City in writing and request a second inspection. If the City finds the Punch List / Final Completion items are still not complete, Contractor shall be responsible for all costs for conducting such

additional inspections incurred by the City and its consultants before Final Completion. The cost of such inspections shall not be considered a delay cost and shall be charged in addition to any liquidated damages which may become due as a result of Contractor's failure to achieve Final Completion within the time prescribed in Section 00 73 02. All such costs of the City and its consultants shall be deducted from amounts which are due or become due to Contractor.

D. While deficient Punch List / Final Completion Work is outstanding, the City may, at its option, pay Contractor any earned Contract funds, including retention, subject to offset for the following: (i) funds subject to a certification of forfeiture by the Office of Labor Standards Enforcement and/or stop notice claims and/or funds to be withheld as otherwise required by law or court order; (ii) an amount not to exceed 200 percent of the total estimated cost of labor and materials to correct any Non-conforming, unacceptable, or incomplete Work; and (iii) amounts assessed for liquidated damages.

E. After Contractor has completed to the satisfaction of the City all Punch List / Final Completion items and close-out requirements in accordance with the Contract Documents, the City will issue a written certificate of acceptance as required by section 6.22(k) of the San Francisco Administrative Code stating that the Work is acceptable, and Contractor may submit the final application for payment.

F. Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the City, execute and deliver at the time of final payment, as a condition precedent to final payment, a release in the form specified in Division 01 and containing such exemptions as may be found appropriate by the City, discharging the City and the City's consultants, and their directors, officers, members, employees, agents and authorized representatives of all liabilities, obligations and Claims arising under this Contract.

9.10 PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE

A. Long Lead Items Not Delivered to Contractor. In general, the City will not make payments for undelivered equipment or materials. Notwithstanding that general rule, the Contract Documents may, in limited circumstances, authorize partial payment for undelivered equipment or materials which require lengthy fabrication periods. Payment will be made accordingly to and limited to the specific authorization and process set forth in the Agreement (Section 00 52 00). The City will not make partial payment for undelivered Items unless the Agreement specifically authorizes such payment.

B. Items Delivered and Stored On or Off the Site. In general, the City will not make partial payment to

Contractor for material or equipment procured by Contractor but stored on or off the Site and not incorporated into the Project. Notwithstanding that general rule, the following exception applies in limited circumstances:

1. The City will, upon written request by Contractor, make partial payment for material or equipment procured by Contractor and not incorporated into the Project subject to the following conditions:

a. Partial payment will not be made for any materials or equipment unless each individual piece of the material or equipment will become a permanent part of the Work, the materials and/or equipment are required by the Contract Documents, and the materials and/or equipment are specially manufactured for the Project and could not readily be used for or diverted to another job.

b. No partial payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.

c. Applicable materials and/or equipment are either stored on the Site or at an off-Site location approved in advance and in writing by the City and in compliance with the requirements set forth in this subparagraph.

d. Partial payment for materials or equipment stored off the Site shall be limited to the lesser of 75 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Partial payment for materials or equipment stored on the Site shall be limited to the lesser of 95 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Contractor shall provide all documentation necessary to establish the cost of the materials or equipment. The City will be the sole judge of installation costs. The actual percentage paid (subject to the 75% or 95% limit, as applicable) shall be at the discretion of the City.

e. The General Requirements may set forth additional conditions applicable to partial payment for materials and equipment.

2. The City will not approve a request for partial payment for material or equipment not incorporated into the Project unless Contractor complies with each of the applicable requirements set forth below. No partial payment will be made until Contractor submits sufficient and satisfactory documentation to the City as required below.

a. Contractor shall submit to the City Representative proof of off-Site material or equipment purchases, including bills of sale, invoices, unconditional releases and/or other documentation as requested by the City warranting that Contractor has received the material or equipment free and clear of

all liens, charges, security interests, and encumbrances.

b. Contractor shall submit to the City Representative proof that title to stored Items vested in the City at time of delivery to the Site or off-Site warehouse. Contractor shall be responsible for all costs associated with storage of the Items.

c. Contractor shall obtain a negotiable warehouse receipt, endorsed over to the City, for Items stored in an off-Site warehouse, and shall submit such receipt to the City Representative.

d. Contractor shall store the materials and/or equipment in a bonded warehouse or facility approved by the City Representative. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY AND COUNTY OF SAN FRANCISCO". Contractor shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. Contractor shall inspect the materials and equipment, and shall submit regular reports to the City Representative as specified in the General Requirements, listing all of the equipment stored, results of its inspection, and the maintenance performed.

e. Contractor, at no additional cost to the City, shall insure stored material and/or equipment against theft, fire, loss, vandalism, and malicious mischief, and shall deliver the policy or certificate of such insurance to the City Representative naming the City as additional insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is provided to the City. The insurance shall cover the material or equipment while stored at the approved location, while in transit to the Site, while being off-loaded at the Site and until the material or equipment is incorporated into the Work and the Work is accepted by the City.

f. Contractor shall submit to the City Representative written consent from Contractor's sureties approving the partial payment for Items stored on or off Site. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.

g. Stored material or equipment shall be available for inspection by the City at all times. Contractor shall, upon request, assist the City Representative in conducting a full view, piece-by-piece, inventory or all such material or equipment.

h. Contractor shall protect stored material and equipment from damage. Damaged material and/or equipment, even though paid for, shall not be incorporated into the Work. In the event of loss or

damage to paid material and/or equipment, Contractor shall be responsible for replacing such lost or damaged material and/or equipment at its own cost and shall be responsible for all delays incurred to the Project as a result of such loss or damage. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to replace lost or damaged material and/or equipment at its own cost.

i. Contractor shall deliver stored material and equipment to the Site. After delivery, if any inherent or acquired defects are discovered in such material and/or equipment, Contractor shall remove and replace any defective Items with suitable Items at no additional cost to the City. Contractor shall be responsible for all delays incurred to the Project resulting from the removal and replacement of defective material and/or equipment. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to remove and replace defective Items.

3. Nothing in this Paragraph 9.10 shall relieve Contractor of its responsibility for incorporating material and equipment into the Work that conform to the requirements of the Contract Documents.

4. Contractor shall absorb any and all costs incurred to meet the requirements of this Paragraph 9.10 without modification to the Contract Sum.

ARTICLE 10 - INSURANCE AND BONDS

10.01 INSURANCE REQUIREMENTS

A. Contractor shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Section 00 73 16.

10.02 PERFORMANCE BOND AND PAYMENT BOND

A. At the time of execution of the Contract, Contractor shall file with the City the following bonds using the form provided in Section 00 61 13:

1. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the faithful performance of the Contract ("Performance Bond"); and

2. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond").

B. Said Performance Bond shall cover all corrective Work required during the Guarantee to Repair

Period, all warranty and maintenance Work required by the Contract Documents, and any and all Work required to correct latent defects.

C. Corporate sureties issuing these bonds and Bid bonds as specified in Section 00 21 13 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have either a current A.M. Best Rating not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall be satisfactory to the City.

ARTICLE 11 - LABOR STANDARDS

11.01 PREVAILING WAGES

A. It is hereby understood and agreed that all provisions of section 1770, et seq., of the California Labor Code are required to be incorporated into every contract for any public work or improvement and are provisions of this Contract.

B. It is hereby understood and agreed that all provisions of sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code are incorporated as provisions of the Contract Documents including, but not limited to, the following:

1. Contractor shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

2. Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of any Work or labor on the Work, a provision that said Subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

3. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing labor in or about the Work. Such records shall include the name, address and social security number of each worker who provided labor, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available

for inspection of and examination by the City and its authorized representatives and the California Department of Industrial Relations.

4. Should Contractor, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fail or neglect to pay to the persons who shall perform labor under this Contract, subcontract or other arrangement for the Work, the highest general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any Subcontractor so failing or neglecting to pay said wage, Contractor and the Subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code Section 1775, but not less than \$50 per worker per day.

5. No person performing labor or rendering service in the performance of the Contract or a subcontract for the Work herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any Subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code section 1775, but not less than \$50 per worker per day.

C. The most current highest prevailing wage rate determinations made at the time of the advertisement for Bids are hereby incorporated as part of the Contract Documents. No adjustments in the Contract Sum will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

1. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

2. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

D. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement.

E. Contractor shall post job site notices prescribed by the California Department of Industrial

Relations at all job sites where Work is to be performed.

11.02 PAYROLLS

A. Certification of Payroll Records: Contractor shall comply with the requirements of section 1776 of the California Labor Code, or as amended from time to time, regarding the preparation, keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

1. The payroll records shall be certified under penalty of perjury and shall be submitted electronically to the City and, where required, to the California Department of Industrial Relations, as set forth in Paragraph 9.03M, N and O. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.

b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.

c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.

d. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.

2. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code section 1776(e), as that section may be amended from time to time.

3. Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

4. In the event that Contractor receives a written notification of noncompliance with section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Administrative Code section 6.22(e) and (f) and/or Labor Code section 1776. Upon the request of the Division of Appren-

ticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum.

5. Contractor is solely responsible for compliance with section 1776. The City shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

11.03 APPRENTICES

A. Contractor and its Subcontractors of every tier shall, as a material term of the Contract, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4 [commencing at section 3070], and section 1777.5) and San Francisco Administrative Code, section 6.22(n). Contractor shall be solely responsible for securing compliance with section 1777.5 for all apprenticeable occupations.

1. Contractor shall comply with all requests by the City to provide proof that Contractor and all of its Subcontractors at every tier are in compliance with the State Apprenticeship Program.

2. Contractor shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.

3. Section 1777.5 does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

B. Should Contractor fail to comply with the apprenticeship requirements of section 1777.5, Contractor shall be subject to the penalties prescribed in section 1777.7 of the California Labor Code. The interpretation and enforcement of section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

C. Contractor, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

11.04 LABOR STANDARDS ENFORCEMENT

A. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations

("DIR") and the San Francisco Office of Labor Standards Enforcement.

B. In accordance with Administrative Code section 6.22(e) and section 6.24 and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:

1. Contractor will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

2. Contractor agrees that the DIR and the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.

3. Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.

4. Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed.

5. The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

C. Under California Public Contract Code section 6109, Contractor or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.

1. Any contract for the Project entered into between Contractor and a debarred subcontractor is void as a matter of law.

2. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred subcontractor by Contractor.

3. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project.

ARTICLE 12 - SAFETY

12.01 PRECAUTIONS AND PROGRAMS

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall be solely responsible for any and all fines, penalties or damages which result from Contractor's failure to comply with applicable health and safety laws and regulations during performance of the Work.

B. Contractor shall designate in writing a responsible competent person of Contractor's organization at the Site as Project safety representative whose principal duties shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs in accordance with the requirements of applicable laws and regulations. This person shall be available 24 hours a day, 7 days a week by telephone or other approved means.

C. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents. Contractor and its Subcontractors shall comply with all federal, state and local statutes and regulations on training, handling, storage, public notification and disposal of hazardous materials and hazardous wastes. In the event that Contractor or its Subcontractors introduces and/or discharges, spills or releases a hazardous material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a hazardous material identified in the Contract Documents or Reference Documents, the Contractor shall immediately notify the City Representative and any required agencies of the spill, release or discharge and Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Contractor's expense or by Contractor, through a qualified remediation Subcontractor, at Contractor's expense. Under no circumstance shall the Contractor perform remediation Work for which it is not qualified.

D. Should Contractor or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not shown in the Contract Documents or Reference Documents, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract Documents or Reference Documents, if deemed necessary by the City, will be performed as directed by the City at the City's expense. In the event that Contractor is delayed in the completion of the Contract Work solely because of

such hazardous materials or conditions not previously identified in the Contract Documents or Reference Documents, the Contractor shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.

12.02 PERSONS AND PROPERTY

A. Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to the following:

1. all persons on the Site or others who may be affected by the Work;

2. the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not indicated to be removed, relocated or replaced on the Contract Documents.

B. Contractor shall give notices pursuant to California Civil Code section 832 and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. Contractor shall notify owners of adjacent property, underground facilities and utilities, such as PG&E, AT&T, Municipal Railway, Hetch Hetchy Water and Power, and the San Francisco Public Utilities Commission, of Contractor's operations a reasonable time in advance thereof so as to permit the owners to make suitable markings on the street surface of the locations of such facilities. After such markings have been satisfactorily made, Contractor shall maintain them as long as necessary for the proper conduct of the Work.

D. Contractor shall not hinder or interfere with an owner or agency having underground facilities and utilities when removing, relocating, or otherwise protecting such facilities.

E. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, such as posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying owners and users of adjacent sites, underground facilities and utilities of Contractor's operations.

F. Contractor shall perform all Work in such manner as to avoid damage to existing underground facilities and other utilities in the process of their removal or adjustment and to avoid damage to such facilities lying outside of or below a required excavation or trench area which are intended to remain in place.

G. Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable laws and regulations.

H. In the event of damage or loss to property referred to in the previous subparagraphs, whether caused by Contractor, its Subcontractors or Lower-Tier Subcontractors, Contractor shall promptly remedy such damage or loss, except such damage or loss attributable to the sole negligent acts or omissions of the City. The foregoing obligations of Contractor are in addition to Contractor's obligations under Paragraph 3.19 of these General Conditions.

I. Pursuant to section 6705 of the California Labor Code, excavation for trenches 5 feet or more in depth shall not begin until Contractor has received acceptance from the City of Contractor's detailed plan for worker protection from the hazards of caving ground during excavation of such trenches. Contractor's shoring plan shall be submitted in accordance with the requirements of the Specifications and shall show the details and supporting calculations of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No plan shall allow the use of shoring, sloping or other protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If Contractor's shoring plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and sealed by an engineer retained by Contractor who is registered as a civil or structural engineer in the State of California. The City's acceptance of Contractor's shoring plan shall not be construed to relieve Contractor of its sole responsibility for damage or injuries related to the excavation resulting from unsafe shoring.

J. Contractor shall be responsible for each operation and all Work, both permanent and temporary. Contractor shall protect its Work and materials and fully or partially completed work of the City or separate contractors from damage due to construction operations, the action of the elements, the carelessness of its subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, Contractor shall make the whole Work affected good to the satisfaction of the City and without expense to the City.

12.03 SAFETY PERMITS

A. A California industrial safety permit shall be obtained and paid for by Contractor if the following occurs:

1. the construction of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or
2. the demolition of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or
3. the excavation of a trench 5 feet deep or deeper into which a person must descend.

B. Contractor shall obtain and pay for all other required safety permits.

12.04 EMERGENCIES

A. In emergencies affecting the safety or protection of persons or property at the Site, Contractor shall act promptly to prevent threatened damage, injury or loss. Contractor shall give prompt written notice to the City if Contractor believes that, due to the nature of the emergency or circumstances related thereto, any significant changes in the Work or variations in the Contract Documents have been caused thereby or are required as a result thereof. If the City determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order or Unilateral Change Order will be issued as provided in Article 6.

ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS

13.01 CLAIMS GENERALLY

A. The City and Contractor acknowledge and agree that early identification and resolution of potential claims or disputes benefits all parties and advances the success of the Project.

B. The notice requirements and procedures set forth under this Article 13 are necessary for the City to address potential claims and disputes. Having knowledge of potential claims prior to the Contractor performing disputed Work and having documentation from the Contractor concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.

C. Compliance with the Notice of Potential Claim, and Contract Claim submission procedures prescribed in this Article are condition precedents to the right to file a Government Code Claim under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10. As set forth in subparagraph 13.05, Contractor's submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Contractor's compliance with the Government Code

Claim requirements until the Contract Claim process is finally completed. Refer to subparagraph 13.05, below. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 13.01(D), below. Disputed issues not timely raised and properly documented in conformance with this Article shall be deemed waived by the Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Contractor waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Contract Claim submission requirements.

D. The Contract Claim procedures specified in this Article 13 do not apply to the following: (1) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (2) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury of death; (3) claims by the City; or (4) claims respecting stop notices.

E. The requirements of this Article 13 shall survive expiration or termination of this Contract.

13.02 NOTICE OF POTENTIAL CLAIM

A. If, during the course of the Project, the Contractor seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liquidated damages, Proposed Change Orders, Unilateral Change Order, denial of Change Order Requests, payment, nonpayment, termination for cause, termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then the Contractor must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.

B. Contractor must submit a Notice of Potential Claim to the City within 7 days of the event, activity, occurrence, or other cause giving rise to the potential Claim.

C. A Notice of Potential Claim shall describe the nature and circumstances of the potential claim event, set forth the reason(s) for which Contractor believes additional compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Contractor believes it

may be entitled. Notices of Potential Claims submitted per Paragraph 3.03 (Unforeseen or Differing Conditions) must also identify the Escrow Bid Documents that formed the basis of Contractor's Bid to perform the Work affected by the alleged unforeseen or differing condition.

D. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Contractor to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.

E. The requirements of subparagraph 13.02A, above, apply regardless of whether or not the disputed issue underlying a potential claim event has been or will be submitted to an issue resolution/escalation ladder, Dispute Review Board or similar dispute resolution process that may be required by the Contract Documents.

13.03 CONTRACT CLAIM

A. General Contract Claim Requirements. If the disputed issue(s) underlying a Notice of Potential Claim remains unresolved after 45 days from the submittal of a Notice of Potential Claim, and Contractor wishes to pursue the disputed issue(s), Contractor must submit a Contract Claim that provides a complete and final justification for additional compensation and time adjustments. Contractor must submit a Contract Claim to the City within 45 days of submitting the Notice of Potential Claim. The Contract Claim shall be the Contractor's sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article shall constitute a waiver by the Contractor as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.

1. The time requirement for submitting a Contract Claim set forth in subparagraph 13.03A, above, shall be extended in accordance with the applicable Contract Documents if the Contract Documents require the establishment of an issue resolution/escalation ladder, Dispute Review Board or similar supplemental dispute resolution process(es) and Contractor timely refers a disputed issue to the applicable process. Contractor's timely referral of a disputed issue to any mandatory supplemental dispute resolution process(es) set forth in the Contract Documents is a prerequisite to filing a Contract Claim under this Article. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.

B. Contract Claim Certification Requirement:

1. Contractor, under penalty of perjury, shall submit with the Contract Claim certification by Contractor and its Subcontractor(s), as applicable, that:

- a. the Claim is made in good faith;
- b. supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and
- c. the amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable.

2. An individual or officer who is authorized to act on Contractor's behalf shall execute the certification. Failure to certify a claim under penalty of perjury shall render the Contract Claim a nullity and the underlying claim waived by the Contractor.

3. In regard to a Claim or portion of a Claim by a Subcontractor, Contractor shall fully review the Subcontractor's Claim and shall certify the Subcontractor's Claim or such relevant portion(s) of the Subcontractor's Claim, under penalty of perjury, in the same manner the Contractor would certify its own claim under the foregoing subparagraph 13.03B.1. The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.

4. Contractor hereby agrees that failure to furnish certification as required in this Article shall constitute a waiver by the Contractor as to the subject Claim.

5. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

C. Format of a Contract Claim:

1. The Contractor shall document its Contract Claim in the following format:

- a. Cover letter and certification.
- b. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
- c. List of documents relating to Claim:
 - 1) Specifications
 - 2) Drawings
 - 3) Clarifications/RFIs
 - 4) Correspondence
 - 5) Schedules
 - 6) Other

d. Chronology of events and correspondence.

e. Analysis of Claim merit.

f. Analysis of Claim cost (money and time).

g. Attachments:

- 1) Specifications
- 2) Drawings
- 3) Clarifications/RFIs
- 4) Correspondence
- 5) Schedules
- 6) Other

D. Additional Requirements for Contract Claims Regarding Time Extensions:

1. All Contract Claims regarding time extensions or assessments of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, an analysis of the delays impacting the as-built critical path. The as-built critical path shall be determined by (1) comparing the late dates for schedule activities indicated within the Contractor's "as-planned" CPM schedule (as approved by the City) with the actual dates for the same activities, and then (2) determining the longest path through the as-built schedule using the Contractor's originally-approved as-planned activity to activity logic. The "as-built" CPM shall reflect the exact manner in which the Project was actually constructed (including start and completion dates, actual sequence and durations of work activities, and logic).

2. The City will not review or consider any Contract Claim regarding time extensions based upon an impacted as-planned CPM, collapsed as-built schedule, time impact analysis or similar method that does not take into account actual events on the Project.

E. Procedure For Review of a Contract Claim:

1. The City shall review only a timely, certified, and properly documented Contract Claim.

2. The City shall respond to a Contract Claim in writing, within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.

3. Within 10 days of the date of the City's response or expiration of the 45-day period, whichever is earlier, the Contractor may request review of the Contract Claim and the City's response by the Department Head. The request must be in writing, directed to the Department Head and copied to the City Representative. Failure by the Contractor to make a

timely request to the Department Head, copied to the City Representative, shall constitute acceptance by the Contractor of the City's original response.

4. Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with the Contractor and City personnel assigned to the Project, and confirm or revise the City's response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City's original response shall constitute the final administrative determination by the City.

13.04 GOVERNMENT CODE CLAIM

A. For the purposes of this Contract, the City and the Contractor hereby agree that any action at law against the City arising out of or relating to Contractor's performance of the Work shall accrue either on the effective date of termination (under Article 14 of these General Conditions) or on the date of Substantial Completion, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 13 shall operate to toll Contractor's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03E.4.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE

A. Grounds for Default. Contractor is in Default of the Contract if Contractor:

1. refuses or fails to supply enough properly skilled workers, adequate and proper materials, or supervision to prosecute the Work at a rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted updated progress schedule; or
2. is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
3. refuses or fails in a material way to replace or correct Work not in conformance with the Contract Documents; or

4. repeatedly fails to make prompt payment due to Subcontractors or for labor; or

5. materially disregards or fails to comply with any law, ordinance, rule, regulation or order of any public authority having jurisdiction; or

6. intimidates or sexually harasses a City employee, agent, or member of the public; or

7. is otherwise in material breach of any provision of the Contract Documents.

B. Notice of Default. When any of the above grounds for Default exist, the City may, without prejudice to any other rights or remedies that the City may have, issue a written Notice of Default to the Contractor. The City shall provide a copy of any Notice of Default to the Contractor's surety.

1. The Notice of Default shall identify the ground(s) for Default and provide the Contractor with a 14-day cure period to complete necessary corrective Work and/or actions.

2. In the event that necessary corrective Work and/or actions cannot be completed within the 14-day cure period through no fault of Contractor or its subcontractors/suppliers, Contractor shall, within the 14-day cure period, (i) provide the City with a schedule, acceptable to the City, for completing the corrective Work and/or actions; and (ii) commence diligently the corrective Work and/or actions. The City, after accepting Contractor's proposed schedule, will amend the Notice of Default in writing to set forth the agreed-upon cure period. The City will provide a copy of the amended Notice of Default to the Contractor's surety.

C. Termination for Cause. If Contractor fails to completely cure the Default either (i) within the 14-day cure period set forth in the Notice of Default; or (ii) within the agreed-upon cure period set forth in an amended Notice of Default, the City may, without prejudice to any other rights or remedies that the City may have, immediately terminate employment of Contractor and, subject to the prior rights and duties of the surety under any bond provided in accordance with the Contract Documents:

1. take possession of the Site and use any materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to complete the Project;
2. accept assignment of subcontracts and agreements pursuant to Paragraph 4.03; and
3. finish the Work by whatever reasonable method the City may deem expedient.

D. When the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finish-

ing the Work, including all liquidated damages for delays, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the City. The amount to be paid to Contractor or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.

1. Upon completion of all Work, Contractor shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

E. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Sum, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 14.03.

14.02 SUSPENSION BY THE CITY FOR CONVENIENCE

A. The City may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

B. An adjustment shall be made as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
2. that an equitable adjustment is denied under another provision of this Contract.

14.03 TERMINATION BY THE CITY FOR CONVENIENCE

A. Pursuant to section 6.22I of the San Francisco Administrative Code the City may terminate the performance of Work under this Contract in accordance with this Paragraph 14.03 in whole or, from time to time, in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a notice of termination, and except as otherwise directed by the City, Contractor shall comply with all of the following requirements.

1. Stop Work under the Contract on the date and to the extent specified in the notice of termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work under the Contract that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts with the approval or ratification of the City, in writing, to the extent it may require. The City's approval or ratification shall be final for all the purposes of this Paragraph 14.03.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City.

7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the City directs or authorizes, any property of the types previously referred to herein, but Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the City. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct.

8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.

9. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which the City has or may acquire an interest.

C. After receipt of a notice of termination, Contractor shall submit to the City its termination claim, in the form and with the certification the City prescribes.

Such termination claim shall be submitted promptly, but in no event later than 3 months from the effective date of termination, unless one or more extensions in writing are granted by the City upon written request of Contractor within such 3-month period or an authorized extension period. However, if the City determines that the facts justify such action, it may receive and act upon any such termination Claim at any time after such 3-month period or extension period. If Contractor fails to submit its termination Claim within the time allowed, the City may determine, on the basis of information available to the City, the amount, if any, due to Contractor because of the termination. The City shall then pay to Contractor the amount so determined.

D. Subject to the previous provisions of this Paragraph 14.03, Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to Contractor because of the total or partial termination of Work. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum of Work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount. Nothing following, prescribing the amount to be paid to Contractor in the event of failure of Contractor and the City to agree upon the whole amount to be paid to Contractor because of the termination of Work under this Paragraph 14.03, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to Contractor pursuant to this subparagraph 14.03D.

E. If Contractor and the City fail to agree, as subparagraph 14.03D provides, on the whole amount to be paid to Contractor because of the termination of Work under Paragraph 14.03, the City shall determine, on the basis of information available to the City, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor the amounts determined as follows:

1. For all Contract Work performed before effective date of the notice of termination, the total (without duplication of any items) of the following items:

a. The cost of such Work.

b. The cost of settling and paying Claims arising out of the termination of Work under subcontracts or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Contractor before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided.

c. A sum, as profit on the cost of the Work as provided in subparagraph 14.03D, that the City determines to be fair and reasonable. But, if it appears that Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated loss.

2. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to Contractor shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Contractor the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the City, or to a buyer as previously provided.

F. Contractor shall have the right to dispute in a court of competent jurisdiction within the State of California any determination the City makes under subparagraph 14.03E. But, if Contractor has failed to submit its termination Claim within the time provided and has failed to request extension of such time, it shall have no such right to dispute the City's determination. In any case where the City has determined the amount owed, the City shall pay to Contractor the following:

1. if there is no right to dispute hereunder or if a right to dispute has not been timely exercised, the amount so determined by the City; or

2. if a proceeding is initiated in a court of competent jurisdiction within the State of California, the amount finally determined in said proceeding.

G. In arriving at the amount due Contractor under this clause there shall be deducted:

1. all unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of this Contract;

2. any Claim which the City may have against Contractor in connection with this Contract; and

3. the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold, under the provisions of this Paragraph 14.03, and not otherwise recovered by or credited to the City.

H. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the contin-

ued portion of the Contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the specified price or prices. Nothing contained herein shall limit the right of the City and Contractor to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.

I. Contractor understands and agrees that the foregoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.01 GOVERNING LAW AND VENUE

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

B. Venue for all litigation relative to the formation, interpretation and performance of the Contract Documents shall be in San Francisco.

15.02 RIGHTS AND REMEDIES

A. All of City's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of

City under the Contract Documents or otherwise available at law or in equity.

B. No action or failure to act by the City or the City Representative will constitute a waiver of a right afforded them under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by City or the City Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.03 COMPLETE AGREEMENT

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified or amended only as specified in Paragraph 1.04 of these General Conditions.

15.04 SEVERABILITY OF PROVISIONS

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

END OF SECTION

SECTION 00 73 00**SUPPLEMENTARY CONDITIONS****1.1 SUMMARY**

- A. This Document 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.

1.2 ARTICLE 1**A. Amend Subparagraph 1.04A with the following new sub-subparagraph:**

- "1. Change Orders shall be executed and Unilateral Change Orders shall be issued using the DPW Online Signature Access System (the "OSAS"). Contractor shall provide to DPW a completed Request for User ID & Access form for each principal or employee authorized by Contractor to execute Change Orders (each such person is referred to as an "Individual Certificate Holder"). Each Individual Certificate Holder shall (1) complete training on the electronic OSAS approval system (training to be provided by the City at no expense to contractors and consultants), and (2) execute a DPW "Online System Security Agreement" form on behalf of its company and submit the form to DPW. Contractor is responsible for submitting a completed Request for User ID & Access form to change the access or remove authorization of an Individual Certificate Holder."

1.3 ARTICLE 2**A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:**

- "C. Contractor will be furnished 2 half-size sets of Drawings, 2 Project Manuals, and one set of full-size Drawings at no cost. Contractor shall pay the reproduction costs of any additional sets required. Contractor will be furnished one set of Documents required for subsequent modifications, Change Orders, and Proposed Change Orders."

1.4 ARTICLE 3**A. Amend Subparagraph 3.06B 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, the following:
 - a. Excavation, street space, side sewer, night noise, and street improvement permits from the San Francisco Public Works, Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, 2nd Floor, San Francisco, telephone (628) 271-2000. Refer to Section 00 73 27 - Specific Project Requirements for excavation code requirements.
 - b. Special traffic permits from the Department of Parking and Traffic, Engineering Division, 1 So. Van Ness Avenue, 7th Floor, San Francisco, telephone (415) 701-4500.

- c. Construction Site Runoff Control Permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, Collection System Division, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321 or (415) 695-7339, or San Francisco Permit Center, 49 South Van Ness Avenue, 2nd Floor, San Francisco.
- d. Combustible or flammable liquids permit from the San Francisco Fire Department.
- e. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division."

B. Add the following new article:

"3.22 DESIGN PROFESSIONAL SERVICES

- A. In the event that the Contract Documents require that a certain Item be designed by Contractor, Contractor shall, consistent with applicable licensing laws, retain the services of such Design Professional(s) who shall be licensed in the State of California and shall have the necessary expertise and experience required to prepare such design documents to permit Contractor to complete such Item in accordance with the requirements of the Contract Documents. Nothing in the Contract Documents is intended to create a legal or contractual relationship between the City and any Design Professional.
- B. Such Design Professional(s) shall be vested with the authority to act on behalf of Contractor in all matters relating to design or supervision of construction of that Item of which he or she is responsible. Contractor's Design Professional(s) may be replaced only with the approval of the City.
- C. Contractor shall require its Design Professional(s) to be responsible without limitation for the following:
 - 1. Consult with authorized employees, agents and representatives of the City relative to the City's requirements for the design and construction of the Project.
 - 2. Review the Contract Documents and existing Reference Documents and studies of the proposed Site and other data furnished to the Design Professional and advise the City whether such data is sufficient for purposes of design, and whether additional data is necessary before the Design Professional can proceed.
 - 3. Provide additional surveys and information related to the Site, which the Design Professional deems necessary for the performance of the Work.
 - 4. Provide design-related services for preparing construction documents necessary for Contractor to construct and interface the Item in complete conformance with the intent and performance requirements of the Contract Documents.
 - a. Construction documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents prior to Contractor initiating permit or construction activities based on such construction documents.
 - b. The City's approval or acceptance of construction document submitted by Contractor shall not be interpreted as a release of Contractor from its responsibilities to coordinate the various portions of the design and to provide accurate and complete design documents to fulfill the intent and requirements of the Contract Documents.

5. Provide to the City design data, technical criteria and assistance necessary for supporting, protecting, and incorporating into the Project the Item designed by the Design Professional.
 6. Comply with requirements of codes, regulations, and written interpretation thereof, existing at the time permit application(s) are made with the local authorities having jurisdiction over the Project.
 7. Provide Design Professional's professional liability policies and coverages as required in Section 00 73 16.
 8. Provide assistance in connection with the start-up, testing, refining and adjusting of equipment or system designed by the Design Professional for incorporation into the Project.
 9. Assist the City in training staff and developing systems and procedures for operation and maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.
- D. Contractor shall be wholly responsible for all engineering and design of such Item regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Contractor or its Design Professional.
- E. Contractor agrees to release the City, its agents, members, employees, and authorized representatives from liability or losses directly or indirectly arising out of, connected with, or resulting from such Items engineered or designed by Contractor or its Design Professional or furnished and installed by Contractor and shall bear the costs of corrective and replacement work necessary to complete the Items in accordance with the requirements of the Contract Documents."

C. Add the following new article:

"3.23 COMPUTERIZED JOB COST REPORTING SYSTEM

- A. Contractor and it's major subcontractors with contracts over \$1,500,000 shall maintain computerized monthly job cost reporting systems which shall be adequate to meet the documentation and reporting requirements of the City. Such job cost reporting systems shall comply with acceptable cost accounting practices and principles and shall conform to acceptable standards, procedures and guidelines used in the construction industry for projects similar to the Work.
- B. Such job cost reporting system's format and configuration shall follow the general format which is consistent with Contractor's original unaltered Contract Bid estimate of the costs. Original Project budgets for each division of the cost code accounts shall be traceable to the estimate in the event of an audit.
- C. The City's minimum requirements as as follows:
 1. The system capability shall provide a status of the cost for the Project on a monthly and cumulative basis.
 2. The system shall provide a comparison analysis of the original budgeted costs, actual costs, remaining cost to complete and projected cost to complete, including variances, if any.
 3. Adjustments to the original budgets shall be identified and traced separately including adjustments for changes in the Work (e.g., potential change orders, change orders, disputes and claims).

D. The City's minimum requirements as follows:

In addition to the City's other rights under the Contract Documents, the City shall have the right to review Contractor's computerized job cost reports upon notice to Contractor. Failure to maintain computerized monthly job cost reports in accordance herewith shall constitute a waiver by Contractor of its rights to seek additional compensation for delay, disruption, or loss of productivity, to make any claim based on the total cost claims method, or to seek an other compensation where the claim could have been verified by monthly job cost reports."

1.5 **ARTICLE 6**

A. **Add to paragraph 6.07C the following new subparagraphs:**

- "1. Contractor shall use the San Francisco Public Work Daily Force Account Report (FAR) form to track quantities of additional work for which the City has issued a written determination that the work qualifies as additional work. The Resident Engineer will provide FAR tags for such additional work on an as-needed basis.
2. Contractor shall use the San Francisco Public Work Disputed Work Report (DWR) form to track quantities of work that Contractor claims qualifies as additional work but for the City has not issued a determination that the claimed work qualifies as additional work or where the City disputes that the claimed work qualifies as additional work."

1.6 **ARTICLE 7**

A. **Amend subparagraph 7.01.G as follows (revisions in *italics*):**

- "G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit *an operational plan and recovery schedule as set forth in Section 01 32 16-1.16* to the City to demonstrate the manner in which the desired rate of progress will be regained."

END OF SECTION

SECTION 00 73 02**CONTRACT TIME AND LIQUIDATED DAMAGES****1.1 SUMMARY**

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of **575** consecutive calendar days.
 - 1. The date of the Notice to Proceed will be set by the City within 14 calendar days after the certification of the Contract.
 - 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
 - 3. Interim Milestones: Contractor shall complete Construction Work at the locations within the Construction Time Limits as specified in paragraph **1.6.H** of Section 01 11 00 - Summary of Work.
- B. Final Completion shall occur no later than **60** consecutive calendar days after the date of Notice of Substantial Completion.

1.3 LIQUIDATED DAMAGES

- A. The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City and County of San Francisco the sum of five thousand dollars (\$5,000.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.
 - 1. Interim Milestones: The City and Contractor agree as liquidated damages for delay (but not as a penalty), that the Contractor shall pay the City and County of San Francisco the sum of one thousand dollars (\$1,000.00) for each calendar day that transpires with the Construction Work not Completed within the Construction Time Limits of each location as specified in paragraph **1.6.H** of Section 01 11 00 - Summary of Work. .
- B. In addition, Contractor shall pay the sum of two thousand five hundred dollars (\$2,500.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.
- C. See Section 00 73 03 for Additional Liquidated Damages, which summarizes, but not limited to, the other liquidated damages included in this Contract.

END OF SECTION

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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

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SECTION 00 73 20**EXISTING UTILITY FACILITIES**

(Effective December 18, 2018)

1.1 SUMMARY

- A. This Section includes special requirements for existing utilities and underground facilities owned or controlled by any person or entity, private or governmental, referred to herein as "Utility Operators," which may be encountered by Contractor performing the Work.
- B. Utility facilities in public streets that are within the jurisdiction of the Department of Public Works shall be governed by the applicable provisions of the San Francisco Public Works Code, Sections 906, 907, 908, 909, and 910. The Utility Crossings Specifications is based on agreements with non-governmental agencies for removal, support and relocation of privately-owned utility facilities.

1.2 EXISTING UTILITIES INDICATED

- A. The Contract Documents may identify or include utility occupancy drawings or utility reference drawings, hereinafter called "reference drawings," showing the approximate locations and other details, of pipes, conduits, structures and other utility facilities which are based on information and data furnished the City by the Utility Operators.
 - 1. Reference drawings do not form part of the Contract Documents. It is understood that the City makes no representation as to the completeness or accuracy of said reference drawings or other information available to Contractor and assumes no responsibility therefor.
- B. With respect to existing utility facilities, the Contractor shall assume the cost and responsibility for the following:
 - 1. Reviewing and checking all such reference drawings or information.
 - 2. Locating all underground facilities indicated in the reference drawings or other information available to Contractor.
 - 3. Coordinating the Work with the Utility Operators and construct the Work to clear existing utility facilities.
 - 4. The safety and protection of all such utility facilities as provided in Article 12 of the General Conditions (Section 00 72 00) and repairing damage thereto which may result from the Work.
 - 5. Removing, adjusting, and relocating existing utility facilities located in, over or around the location of the Work as necessary to allow the prosecution of the Work, when such work to the existing utility facilities is indicated in the Contract Documents.

1.3 EXISTING UTILITIES NOT INDICATED

- A. Consistent with the provisions of section 4215 of the California Government Code, the City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utilities located on the site of the Work, if such utilities are not identified in the Contract Documents, reference drawings or other information available to Contractor.

- B. Contractor shall notify promptly the City and the Utility Operators in writing, and before further disturbing conditions affected thereby, of such unforeseen or differing utilities it discovers while performing the Work.
- C. Contractor shall negotiate with the Utility Operator, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- D. For Work which physically conflicts with existing non-City owned utilities that were not indicated in the Contract Documents, the Contractor shall seek reimbursement for additional cost incurred from the non-City Utility Operator.
- E. For Work which physically conflicts with existing City owned utilities that were not indicated in the Contract Documents, the Contractor will be compensated per Subsection 1.4
- F. Contractor will be granted a non-compensable time extension and shall not be assessed liquidated damages for delay in completion of the Work if the delay was caused by such existing main or trunk line utilities in direct conflict with the Work and not indicated in the Contract Documents, reference drawings or other information available to Contractor.
- G. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the extra work could have been avoided by:
 - 1. reasonable examination, investigation, exploration, test or study of the site and contiguous areas as required by the Contractor to locate all underground utility facilities and coordinate such existing utilities with the work prior to commencing the Work; or
 - 2. reasonable inference from the presence of other visible facilities, such as buildings, meter, utility castings, junction boxes, vaults, and etc., to locate all underground utility facilities and coordinate such existing utilities with the Work prior to commencing the Work.

1.4 GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. Contractor shall satisfactorily support, work around, and protect, as approved by the City, all facilities, whether shown on the Drawings or not, which exist within any excavation and which are owned or controlled, and maintained, by a City department or other authority in the exercise of a governmental function, including, but not limited to, traffic control, lighting, police communication and fire alarm systems, and all conduits, wiring and related appurtenances for such systems; sewers and sewer structures; Water Enterprise facilities; pipes and facilities of the Auxiliary Water Supply System for Fire Protection; the Municipal Railway and Hetch Hetchy Water and Power overhead lines and power feeder systems serving the Municipal Railway; and other Hetch Hetchy Water and Power facilities.
 - 1. Municipal Railway facilities, Hetch Hetchy Water and Power facilities serving the Municipal Railway, and other Hetch Hetchy Water and Power facilities, if encountered, shall be supported in a manner satisfactory to the City.
 - 2. Auxiliary Water Supply for Fire Protection facilities, if encountered, shall be supported by a minimum of one cable with turnbuckle, a strongback, and a beam spanning the trench; however, where a joint falls within the trench area, a cable with turnbuckle shall be placed on each side of the joint. All such support work shall be subject to the approval of the City before commencement thereof. After supports are removed and the pipe is sufficiently supported by partial backfill, but with the joints exposed, the pipe shall be subjected to a hydrostatic field test of 350 psi pressure in accordance with section 908.22 of the DPW Standard Specifications (refer to Division 1 for reference standards) before

final backfill is placed. If a joint is visibly wet, Contractor shall repair the joint in accordance with section 910 of the DPW Standard Specifications.

3. If vitrified clay pipe side sewers or culverts are encountered, Contractor may elect, in lieu of supporting such side sewers and culverts, to cut and restore those portions of the side sewers and culverts which obstruct the prosecution of the Work, provided that it complies with the provision of section 301 of the DPW Standard Specifications regarding the handling and disposal of seepage, storm water and sewage.
 4. Water Enterprise facilities, if encountered, shall be supported as follows:
 - a. Push-on joint pipes: Pipes shall be supported by a minimum of one cable with turnbuckle, a pipe clamp and a beam spanning the trench; however, where a joint falls within a trench area, a cable with turnbuckle and pipe clamp shall be placed on each side of the joint.
 - b. Copper tubing and plastic pipes (service pipes 2 inches or smaller in diameter): If the trench is less than 8-foot wide, no support is required. For trenches wider than 8 feet, one support is required for every additional 8 feet or part thereof.
 - c. Steel welded pipes: Pipes shall be supported in a manner satisfactory to the General Manager of the Public Utilities Commission of the City and County of San Francisco.
 - d. Contractor shall submit support designs for approval and start work only with approved support designs.
 5. The adjustment of manhole castings and other castings of governmental facilities, and the paving adjacent thereto, shall be done in accordance with the requirements of section 217 of the DPW Standard Specifications.
- B. Supporting, working around, and protecting existing governmental facilities indicated in the Contract Documents, reference drawings or other information available to Contractor shall be considered incidental work and no direct or additional payment will be made therefor.
- C. Governmental facilities not shown on the Contract Documents, reference drawings or other information available to Contractor that require removal, adjustment or relocation to avoid direct physical conflict with the facilities to be constructed under the Contract shall:
1. be removed or adjusted by Contractor in accordance with the provisions of the Contract Documents; or
 2. in the absence of such provisions, be removed or adjusted by Contractor on a force account basis as set forth in Paragraph 6.07 of General Conditions (Section 00 72 00); or
 3. be removed or adjusted by other suitable procedure at the City's expense.

1.5 NON-GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. The procedure to be followed with respect to non-governmental utility facilities owned or controlled by any person, company, firm or corporation, in the exercise of a proprietary function is covered by sections 906, 907, 908, 909, and 910 of the San Francisco Public Works Code (part II, chapter X, of the Municipal Code).
- B. The method of application of the provisions of these Public Works Code sections is described in the following subparagraphs:
1. If the cost of removing or adjusting a utility facility, (a) materially exceeds the cost of so modifying the Work that it can be done satisfactorily without the removal or adjustment of the facility, or (b) materially exceeds the increase in the cost of Contractor's operations that would be occasioned to it by the uninterrupted presence of the facility if it were not removed or adjusted, then, in either case, the City will, if requested by the Utility Operator, waive the requirement that the facility be removed or adjusted and allow it to

remain in place, provided that (1) the Utility Operator obtains the consent of Contractor to such waiver in return for such compensation, if any, by the Utility Operator as may be just and equitable and no expense is occasioned either directly or indirectly to the City by such waiver, (2) the City determines that it is economically and technically feasible to change the Project design without affecting its performance, and (3) the Utility Operator agrees to compensate the City for the expense, if any, of revising the Drawings and Specifications as necessary to accomplish the appropriate modification of the Work. Should a Utility Operator, in satisfying the requirements of the immediately preceding subparagraph, notify Contractor of its intention to leave the facility in place, Contractor shall, within 10 days, furnish to the Utility Operator a quotation covering the entire cost of supporting, working around or protecting, as necessary, such facility. In the event a Utility Operator and Contractor cannot agree upon the amount of the compensation, if any, to be paid by the Utility Operator to Contractor, then the Director of the San Francisco Public Works, with or without the consent of Contractor, will, if he or she determines that it would be uneconomical and contrary to the public interest to remove or adjust the utility facility, and if the Utility Operator promises in writing to pay to the City the amount of the expense incurred by the City under the Change Order next hereinafter mentioned, waive the requirement that the facility be removed or adjusted and will issue an appropriate Change Order to Contractor in accordance with the provisions of Article 6 of the General Conditions (Section 00 72 00) to modify the Work or to modify its operations, as the case may be, as necessary to accommodate the continued presence of the facility.

2. In lieu of the procedures set forth in subparagraph 1.5B.1, agreements have been executed between various utility companies and agencies, and the City, enabling such companies and agencies to have included in City contracts the work of supporting, working around, and protecting their facilities. Such work will be paid for by the various utility companies and agencies directly to Contractor in conformance with the provisions of the Utility Crossing Specifications (Section 00 73 21). Requirements for performance of this work are also contained in the Utility Crossing Specifications.
- C. Pursuant to the provisions of subparagraphs 1.5B.1 and 1.5B.2, Bidders shall not include in their Bids expense on account of the presence, or possible presence, of non-governmental utility facilities, except only that which might be included for forming around manhole frames and other castings with boxes as specified in section 217 of the DPW Standard Specifications.
 - D. If during the course of the Work an unexpected interference by a non-governmental utility facility is discovered, Contractor shall immediately notify the Utility Operator of the interfering facility so that the required procedure outlined in subparagraph 1.5B.1 or 1.5B.2, as applicable, may be followed in a manner to cause no delay in the Work.

1.6 ABANDONED UTILITY FACILITIES

- A. These provisions do not apply to abandoned utility facilities. Any increase in the cost of Contractor's operations occasioned by the presence and/or removal of abandoned facilities shall be at the sole expense of Contractor and no additional payment will be made by the former Utility Operators or by the City, except that removal of abandoned utility facilities, not shown on the Drawings or specified to be removed, shall be removed by Contractor on a force account basis as provided in Paragraph 6.07 of the General Conditions (Section 00 72 00).

1.7 USE OF PAVEMENT BREAKER ADJACENT TO UTILITY FACILITIES LIMITED

- A. In accordance with the requirements of section 373 of the Public Works Code, Contractor may use pavement breakers or other labor-saving devices; however, the use of any machine or device that breaks pavement by blows struck by a falling or driven hammer or weight is prohibited within a horizontal distance of 6 feet from any gas, sewer, water or Auxiliary Water Supply System pipe, communications duct or any other utility facility.
 - 1. Such prohibition, however, shall not be construed as barring the use of hand tools or manually operated air tools such as jackhammers.

END OF SECTION

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SECTION 00 73 21**UTILITY CROSSINGS SPECIFICATIONS**

(Effective January 2021)

SECTION U1. SUPPORT, WORK AROUND, AND PROTECT EXISTING UTILITY COMPANY FACILITIES-GENERAL SPECIFICATIONS**I. General**

Contractor shall support, work around, and protect the following utility company facilities, as applicable, where shown on the Drawings or where directed, at utility crossings which exist within the excavations and interfere with the prosecution of the work because of their presence:

Pacific Gas and Electric Company (PG&E), Pacific Bell Telephone Company D/B/A AT&T California (AT&T), Comcast Corp. (Comcast), Astound Broadband, LLC dba Wave (Astound), Webpass Telecommunications LLC (Webpass), Zayo Group, LLC (Zayo), Century Link Communications LLC f/k/a Qwest Communications Company LLC (Century), Sonic Telecom, LLC (Sonic), GTE Mobilnet d/b/a Verizon Wireless (Verizon), Mobilitie, LLC (Mobilitie), Crown Castle NG West LLC (Crown Castle), ExteNet Systems (California) LLC (Extenet), MCImetro Access Transmission Services Corp., PAXIO, INC., Electric Lightwave Holdings, Inc. fka Integra Telecom Holdings, Inc. (Electric Lightwave), Mpower Communications Corporation, T-Mobile West LLC (T-Mobile), Level 3 Communications LLC (Level 3), TW Telecom of California L.p, formerly known as Time Warner Telecom of California, L.P (TW Telecom).

This Section covers supporting documentation required from Contractor and direct payment by Utility Company to the Contractor for all costs incurred as a result of the work performed by the Contractor to support, work around and/or protect Utility Facility within the Project Limit.

A "Utility Crossing" is defined as any facility (Utility Main, Duct Structure, or Service) located within the excavation area, where the facility will remain in place and will not be relocated, abandoned in place, or removed.

If provided by the Utility Companies prior to advertisement of this Contract, Utility Contract Drawings showing Utility Crossings will be incorporated into the Contract Drawings. Utility facilities which the Utility Company intends to adjust or abandon thus eliminating the need for Contractor to support, work around, or protect will also be shown. Estimates of the cost of Utility Crossing work will be included with the Drawings.

Within 45 calendar days of notification of the award of the City contract, the Utility Companies listed above, as applicable, will execute a payment agreement with the Contractor and will pay said Contractor directly for the work of supporting, working around, and protecting such facilities, according to the Cost of Fixed Price Schedule, hereinafter set forth. The Utility Company is not required to accept or pay invoices submitted to Utility Company by a subcontractor. Prime contractor will not be allowed to mark up the invoices for the support and work around costs from the Subcontractor.

Work at crossings of other non-governmental utility company facilities in public streets shall be in accordance with the provisions of Section 00 73 20, Article 1.5, unless otherwise specified.

Any facility owned by Utility Companies mentioned above, or other non-governmental facilities, as applicable, that require relocation to avoid physical conflict with the facilities to be constructed under this Contract will be relocated by the appropriate Utility Company in accordance with the requirements of Section 00 73 20, Article 1.5, or treated as otherwise allowed therein.

Fixed Price Schedule

Utility Crossings where the length of the Facility is not more than 3 times the width of the excavation for excavation widths less than 18 feet, shall be priced pursuant to the Fixed Price Schedules hereinafter set forth, and submitted to the Utility Company for payment.

Excavation width will be the outside diameter or width of the City structure plus 3 feet. The length of a Utility Crossing is the centerline distance, in feet, of the portion of the Facility within the excavation area.

Utility Co. Facility Support, Etc., Work Located in Contract but Utility Contract Drawings Omitted from Contract

In the event that Utility Contract Drawings from PG&E, AT&T, Comcast and other Utility Companies listed above, as applicable, are not included in the Contract but the Estimate and General Location of the Support, Work Around and Protect Work are known and included in the Contract, all such work performed will be paid for by the Utility according to the Cost of Fixed Price Schedule hereinafter set forth.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Contractor at its expense are excluded from this coverage.

Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, but Ownership Known

Support, Work Around and Protect Work for those Utility Crossings overlooked, unexpected, and not shown on Utility Contract Drawings and Estimates will be paid for by the Utility Company according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Contractor's profit and overhead.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Contractor at its expense are excluded from this coverage.

No Surcharge for Certain Work

Due to urgent and contingency nature of the following contracts and related work, an additional fifteen percent (15%) surcharge does not apply:

- Emergency Contract Work
- As Needed Contracts including As Needed Spot Sewer Repair and Job Order Contracts
- Added Scope (Via Change Order or Addendum)
- Work performed under conditional Bid items

Negotiated Payment

Notwithstanding the Fixed Price Schedules hereinafter set forth, the Utility Company and the Contractor shall directly negotiate the costs for other crossings and encroachments including following:

- "Parallel" Utility Crossings,
- Utility Crossings with lengths more than three times the width of the excavation, and/or
- Where the computed cost of any crossing exceeds \$10,230.

If a utility facility is located longitudinally and directly on top of the City trench or multiple utility facilities crossing the City trench are located too close to each other leaving no space in between for the Contractor to excavate and shore the trench, and there is a need to change the construction method to install City

facilities, the increased cost shall be shared by various utility agencies and City based on the number and size of each Utility agency or City department facilities.

Duct Structure

Duct structure is one or more ducts, conduits or pipes, of any size, or a combination of such ducts, conduits or pipes, which are grouped together but which may or may not be banded, encased in concrete, or otherwise incorporated into a solid unit.

Nested Utility Facilities

Nested utility facilities are defined as facilities six- inches (6") or less in outside diameter or width and are less than 3 feet clear distance from each other regardless of ownership. In the case of nested facilities, each crossing shall be paid for according to the Cost of Fixed Price Schedule reduced by 33-1/3%.

Abandoned or Inactive/Deactivated Facilities

Abandoned Facilities

Utility Company identifies abandoned facilities as facilities that they have stopped using with the intent of never using again. Utility Company may, but is not required to, specify abandoned facilities on its utility contract drawings. If City Contractor encounters unidentified utility company facility during construction, Contractor shall notify the Utility Company in accordance with paragraph "Unexpected or Unidentified Facilities". The Utility Company Inspector shall visit the site within the time mentioned to confirm that the facility is abandoned. If the Utility Company fails to confirm that facility is abandoned, the contractor will receive full payment per Fixed Price Schedule for support, work around and protect work performed.

Inactive/Deactivated Facilities

Utility Company identifies Inactive/Deactivated facilities as facilities that they have temporarily stopped using with the possible intent of future use. Utility Company will specify on its utility contract drawings Inactive Facilities. The Contractor will perform Utility Company Reimbursed Work around Inactive Facilities unless otherwise instructed by the Utility Company on the Utility Contract Drawings.

Within 48 hours of the receipt of notice pursuant to paragraph "Unexpected or Unidentified Facilities", PG&E will perform necessary investigation and clear Abandoned/Inactive/Deactivated gas Facilities for removal by the Contractor.

Removal of Abandoned Facilities or Inactive Facilities

If necessary to construct City Project, the removal of Abandoned Facilities, and Inactive Facilities that the Company specifies on its Utility Contract Drawings that it intends to abandon will be at the Contractor's sole expense, except for removal of duct banks, and conduits or pipes larger than twelve-inch (12") in outside diameter owned by Utility Companies listed above. Utility Company and the Contractor will negotiate the cost for removal of such Utility Company duct banks, and conduits or pipes larger than twelve-inch (12") in diameter.

Any increase in the cost of the Contractor's operations occasioned by the presence and/or removal of other abandoned subsurface facilities shall be handled in accordance with section 700.09 of the DPW Standard Specifications.

Payment Only for Work Performed by the Contractor

The Utility Company will not pay the Contractor unless actual work to support, work around and/or protect Utility Company's Facilities was performed. No payment shall be due to the Contractor if the Utility

Company crews respond and are supporting, working around, and/or protecting their Company's Facilities, such as in an emergency, or if the Contractor does not actually perform any work or undertake any action to support, work around or protect the Utility Company's Facilities.

Third Party Insurance

The Contractor shall provide third party insurance naming the affected Utility Company or Utility Companies in addition to the City as an insured against claims for property damage and personal liability arising directly or indirectly from Utility work performed by the Contractor.

II. Contract Activities

The Contractor Measurement

The Contractor shall measure the outside diameter or width of Utility Crossings to the nearest inch (outside diameter **excluding** any fittings, bells, or gate valves) and length of the Utility Crossings to the nearest foot to determine the cost of each Utility Crossing according to the Fixed Price Schedule hereinafter set forth.

Utility Company's Right of Confirmation

The Utility Company shall have the right to confirm measurements with the Contractor but all disagreements shall be resolved without delay to the City Project.

Variations and Cost Adjustments

The Contractor shall notify the Utility Company immediately of any variation of Utility Crossings from the Utility Contract Drawings and/or estimate that require cost adjustment and such cost adjustments shall be settled within no more than two business days without delay to the City Project. Contractor shall also notify the City Representative immediately of any such variations, and any disagreement between Contractor and the Utility Companies regarding Utility Crossings will be decided prior to backfilling by the Director of Public Works or his or her designated City representative. The decision of the Director of Public Works will be final. The Contractor's only recourse is to file a claim.

Verification and the Contractor Itemization

Contractor shall keep an itemized record of the Utility Crossing work done, noting any variations from the Utility Contract Drawings and Estimates. The itemized record shall be maintained and copies submitted monthly to Company and the City as the City Contract work progresses, or as otherwise agreed by Company and City Contractor.

Supporting Documentation for City Projects other than Spot Sewer Repair Contracts

The Contractor shall, at a minimum, submit the following supporting documentation with each invoice submitted to the Utility Company for payment:

- Utility Facility Crossing Support and Work Around Summary and "Drawing for Support and Work Around Invoice for Utility Facilities" identifying Company reimbursed work by type of facility, and shall include following:
 - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);

- Location and size of all Utility Crossings
- Length of all Utility Crossings
- Photos of following Utility Crossings:
 - Utility Crossings where the size of the Facility varies from that shown on Utility Contract drawings or estimates; any change of measurement requires one photo per block per size variation.
 - Utility Crossings not shown on Company's Utility Contract Drawings or estimates.
 - Parallel Utility Crossings showing measurements and potential facilities support
 - Utility Crossings six-feet (6') or longer unless:
 - Shown on Utility Contract Drawings and/or estimates and no variance.
 - Facility is a lateral that is crossing the City main facility trench having 6 feet or greater trench width and crossing length does not exceed the trench width.

Supporting Documentation for Spot Sewer Repair Contracts

The Contractor shall, submit following documentation with each invoice submitted to the Company for payment for Spot Sewer Repair Contracts:

- Utility Facility Crossing Support and Work Around Summary.
- "Drawing for Support and Work Around Invoice for Utility Facilities" identifying company reimbursed work by block, type of facility and shall include following:
 - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
 - Location and size of all Utility Crossings
 - Length of all Utility Crossings.
 - Invoice and as-built templates should be utilized and all information filled out in its entirety (e.g. City Representative's Name and Signature, Date, the Contractor's Full Name, Signature, etc.)
- Photos of following Utility Crossings:
 - All Duct Bank Structures and related measurements
 - All Utility Crossings six-feet (6') or greater in length
 - All unmarked active Utility Crossings that are supported
 - Each utility that varies in size and/or location from USA street marking(s).
- Underground Service Alert ticket number

Photos

All photos must include:

- Label with Utility Crossing Reference Number
- Name of Street or Intersection
- Above-ground picture that includes a landmark (street sign, or house) that helps identify location of the crossing.

Unexpected or Unidentified Facilities

If, during the course of the work, an unexpected or unidentified interference is discovered, the Contractor shall immediately call this fact to the attention of all Utility Companies, including appropriate City Departments. The City Departments and Utility Company shall have 48 hours from receipt of such notification including at least 8 working hours to determine ownership and provide direction to the Contractor for disposition of the facility which are not in direct conflict with City Project work and can be supported, worked around and protected in the trench. However, if the unidentified facility is in direct physical conflict with the City Project work and the Contractor cannot proceed further without resolution, the Utility Company and City Departments will visit the site as soon as possible within the 24 hours from receipt of such

notification to determine ownership and provide direction to the Contractor. The time allowance shall include at least 8 working hours. If the ownership of the unidentified facility is unknown, the Contractor shall call Underground Service Alert (USA) requesting Utility Agencies to visit the site to identify the ownership. If no determination can be made after the aforementioned procedure is followed, the Contractor will follow the direction of the City Representative or authorized designee to either remove the facility as abandoned or support and work around the facility. Disposition shall be in accordance with the applicable requirements of Section 00 73 20, Article 1.5, if such facilities are owned by companies other than listed above. If ownership is by one or more of the companies listed above, disposition shall be as hereinbefore set forth under the heading, "Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, But Ownership Known." If City Representative directs the contractor to support and work around a facility whose ownership is unknown and can not be confirmed that it is abandoned, support and work around work of such facility will be paid for by the City according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Contractor's profit and overhead.

Progress Payments

Progress payment for the utility crossing work done shall be made by Company within ninety (90) days of receipt of an invoice from the Contractor submitted along with the supporting documentation listed above.

III. METHOD OF DETERMINING UTILITY CROSSING COSTS

Fixed Price Schedule

The cost of support, work around and protection of utility mains, duct structures and services shall be based on the outside diameter or width of said Facilities and the length of the Utility Crossing.

In the following schedules the maximum outside diameter shall mean outside diameter of pipe, conduit, service, duct or main **excluding** any fittings, bells, or gate valves, and width shall mean the distance measured horizontally across the duct structure.

Cost of Utility Crossing = Fixed Cost + Support Cost**Group I: Length of Crossing less than Six (6) Feet**

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing
4 inches or less	\$618	0
Over 4 inches to 20 inches	\$618 + \$103 per inch over 4 inches	0
Over 20 inches	\$2,266 + \$172 per inch over 20 inches	0

Group II: Length of Crossing Six (6) Feet to Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Six Feet
4 inches or less	\$790	\$103
Over 4 inches to 20 inches	\$790 + \$110 per inch over 4 inches	\$103
Over 20 inches	\$2,548 + \$185 per inch over 20 inches	\$103

Group III: Length of Crossing Greater than Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Twelve Feet
4 inches or less	\$1,408	\$137
Over 4 inches to 20 inches	\$1,408 + \$124 per inch over 4 inches	\$137
Over 20 inches	\$3,385 + \$206 per inch over 20 inches	\$172

SECTION U2. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC GAS AND ELECTRIC COMPANY (PG&E) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

The requirements for supporting, working around, and protecting existing Pacific Gas and Electric Company (PG&E) underground electric, gas and steam facilities are as follows:

For pipe and conduit in sizes up to and including 6 inches inside diameter, spans of less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the PG&E inspector through the City Representative. Spans of 6 feet and more, but not to exceed 12 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support joints, valves and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

For pipe and conduit in sizes larger than 6 inches inside diameter, spans shall be supported by beams with cables and turnbuckles located at intervals not to exceed ten times the diameter of the pipe measured in inches, unless otherwise directed by the City or PG&E inspector through the City Representative. Cable and turnbuckles shall be located to support joints, valves, and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

Concrete-encased duct lines and/or concrete-encased steam lines shall not be considered as self-supporting, but may be so designated by the City or PG&E inspector through the City Representative, upon a visual examination of the concrete envelope.

Beams, cables and turnbuckles for supporting steel pipe and/or conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Length of Span in Feet

Beams, cables and turnbuckles used for supporting cast iron pipe shall be adequately sized to insure that no deflection will occur.

Beams, cables and turnbuckles used for supporting concrete encased duct lines and/or concrete encased steam lines shall be adequately sized and spaced to insure that no deflection will occur.

For multi-way conduits, spacers shall be placed to maintain conduit separation at point of support. 2-inch x 4-inch wood softeners shall be used with all cable slings to prevent damage to pipe, coating, wrapping or concrete encasement. However, slings supporting unreinforced concrete encased pipe must also incorporate strongbacks to prevent cracking of concrete.

Contractor shall exercise due care to avoid damage to pipe and pipe coatings, wrapping or concrete encasement. To help prevent damage to gas pipelines and other PG&E underground utilities, call 811 at least two (2) working days before and up to fourteen (14) days in advance of an excavation so that all crossings can be verified. Should Contractor damage or displace any PG&E facility: move to a safe location, call 911, and then contact PG&E at 1-800-743-5000 (gas and electric facilities). Repairs or replacements will be made by the PG&E. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U3. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (AT&T) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**General**

The requirements for supporting, working around, and protecting existing AT&T underground facilities are as follows:

Requirements for Supporting AT&T Ducts

A single duct spanning less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the AT&T inspector through the City Representative.

A single duct spanning more than 6 feet shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct structures consisting of 2 or more single ducts not encased in concrete and spanning more than 4 feet, shall be banded with at least 2 bands and supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional set of bands, cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of 2 or more single ducts, encased in concrete and spanning more than 4 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span.

Multiple-duct structures of vitrified clay and/or concrete shall be supported for the complete width of the trench. The support shall consist of planking or beams equal in width to the width of the structure and banded to it. This structure in turn shall be supported by a beam with at least one cable and turnbuckle placed every 4 feet or fraction thereof so as to maintain the existing position and alignment of the duct structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting AT&T Ducts

Single ducts shall be protected if required. This determination will be made by the City or by the AT&T inspector through the City Representative.

Duct structures having top and bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the AT&T inspector through the City Representative.

All other multiple duct structures, with the exception of steel pipe in good condition, shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

Damage or Displacement of AT&T Facilities

Should Contractor damage or displace any AT&T owned facility, the Cable Maintenance Department of AT&T shall be notified immediately by calling 611, press Option 1, and then Option 5. Repairs or

replacements will be made by AT&T. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U4. SUPPORT, WORK AROUND, AND PROTECT EXISTING COMCAST CORP. (COMCAST) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

General

The requirements for supporting, working around, and protecting existing Comcast underground facilities are as follows:

Requirements for Supporting Comcast Corp. Ducts

A single duct spanning less than six (6) feet shall be considered self-supporting, unless otherwise directed by the Comcast engineering coordinator or the Comcast inspector, through the City Representative.

A single duct spanning more than six (6) feet shall be supported by a beam with at least one cable and turnbuckle. For spans over twelve (12) feet, an additional cable and turnbuckle shall be installed for each additional six (6) feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct Structures consisting of two (2) or more single ducts spanning more than four (4) feet shall be banded with at least two (2) bands and supported by a beam with at least one (1) cable and turnbuckle. For spans over eight (8) feet an additional set of bands, cable, and turnbuckle shall be installed for each additional four (4) feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting Comcast Ducts

Single ducts shall be protected if required. This determination will be made by the Comcast engineering coordinator or by the Comcast Corp. inspector, through the City Representative.

Duct Structure having top and bottom wood planking will not require additional protection unless otherwise directed by the Comcast engineering coordinator or the Comcast Corp. inspector through the City Representative.

All other multiple duct structures shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

Damage or Displacement of Comcast Facilities

Should Contractor damage or displace any Comcast owned facility the proper authorities shall be notified immediately by calling 1-888-824-8399. Repairs or replacements will be made by Comcast. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U5. SUPPORT, WORK AROUND, AND PROTECT EXISTING MUNI TRANSIT POWER (MTP) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**General**

The requirements for supporting, working around, and protecting existing Muni Transit Power (MTP) underground conduit and ducts are as follows:

Requirements for Supporting MTP Conduits and Ducts

Steel conduit spanning less than six feet shall be considered self-supporting unless otherwise directed by the City or by the MTP inspector through the City Representative.

Steel conduit spanning six feet and more shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional six feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Beams, cables and turnbuckles for supporting steel conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Spacers shall be placed between multiple conduits in a manner to maintain conduit separation at points of support.

Concrete-encased ducts spanning more than four feet shall be supported by a beam with at least one cable and turnbuckle. For spans over eight feet, an additional cable and turnbuckle shall be installed for each additional four feet or fraction thereof of span for the complete width of the excavation.

Beams, cables and turnbuckles for supporting concrete-encased duct lines shall be adequately sized and spaced to insure that no deflection will occur.

Contractor shall provide adequate support and protection to prevent differential movement at the juncture of manholes and duct banks.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting MTP Conduits and Ducts

Steel conduit shall be protected if required. This determination will be made by the City or by the MTP inspector through the City Representative.

Duct structures having top and/or bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the MTP inspector through the City Representative.

All other duct structures, such as unprotected tile and the like, shall be adequately protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure. The top, bottom and sides shall be covered as necessary, depending on Contractor's operations and the conditions of the work.

Damage or Displacement of MTP Facilities

Should Contractor damage or displace any MTP-owned facility, John Orkes, Overhead Lines Superintendent of the Traction Power Group (TPG), shall be notified immediately by calling 1-415-554-9221.

Repairs or replacements will be made by MTP. However, all expenses in connection there with shall be borne solely by Contractor. Repairs or replacements will be made by MTP. However, all expenses in connection there with shall be borne solely by Contractor.

Conduits to Pole Risers to be Considered as Services

For the purpose of payment, conduits that run directly from a manhole or pull box to a pole riser shall be considered to be a service and will be paid for according to the Cost of Utility Crossing Schedule.

END OF SECTION

SECTION 00 73 27**SPECIFIC PROJECT REQUIREMENTS****1.1 SUMMARY**

- A. This Section includes special project conditions, environmental mitigation measures, and requirements for accessibility, controlling construction noise, use of potable water for construction, excavation in the public right of way, and air and water quality to comply with City regulations affecting construction Work at the Site.
- B. All requirements in this Section are incidental work, unless specified otherwise.
- C. Any and all provisions herein shall be applicable as to all work performed within the City and County of San Francisco.
 - 1. As for work performed outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall comply with any and all applicable federal, state, and/or local regulations concerning any and all matters addressed by Section 00 73 27 herein.
 - 2. Contractor shall be solely responsible and fully liable for any and all failures to comply with the aforementioned regulations, and shall unconditionally and fully indemnify the City for any damages resulting therefrom.

1.2 PROJECT CONDITIONS

- A. Contractor shall be responsible for all costs necessary to prevent its operations from violating any federal, state, or local governmental regulations and the requirements of the Contract Documents.
- B. If Contractor does not observe said regulations or the requirements specified herein, or promptly take all required remedial actions to the City's satisfaction, the City will withhold progress payments to Contractor until satisfactory compliance has been accomplished.
- C. The City will monitor Contractor's adherence to the requirements specified herein and will report on Contractor's compliance pursuant to California Assembly Bill 3180 (chapter 1232).
 - 1. Said monitoring and reporting activities may include, but are not limited to, qualitative, quantitative and video observations and data collection on the impacts of noise, air quality, traffic, street pavement damage, water quality, archaeology, and hazardous materials.
 - 2. Contractor shall cooperate with such monitoring activities, provide access to the Work Site to establish and secure monitoring stations, and make its facilities and records available to the City for performing such monitoring.
- D. Contractor shall be informed about, coordinate, schedule, and perform Work in consideration of adjacent property owners and other activities and construction work in the area.
 - 1. Contractor will be granted an equitable time extension for Unavoidable Delays caused by the City subject to the provisions of Paragraph 7.02 of the General Conditions.

1.3 CONSTRUCTION NOISE REQUIREMENTS

- A. Contractor shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 274-72).
 - 1. Contractor shall be responsible for fines or violations pertaining to these ordinances, at no cost to the City.
 - 2. Provide advance notice to residents and affected businesses in the area of the Site of times, dates and location of construction activities.
 - 3. Coordinate and schedule Contractor's construction operations to conform to all City requirements and restrictions.
 - 4. Contractor shall implement mitigation controls to ensure compliance with the construction noise levels allowed. The maximum noise level from any powered construction equipment shall not be greater than 80dBA at 100 feet. This translates to 86dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
- B. Use appropriate construction methods and equipment and furnish and install acoustical barriers so that noise emanating from the construction will not exceed noise levels pursuant to the City's Noise Control Ordinance.
 - 1. Muffle and shield intakes and exhausts, shroud or shield impact tools, as feasible,
 - 2. Use electric-powered rather than diesel-powered construction equipment,
 - 3. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
 - 4. Equip pavement breakers and jackhammers with acoustically attenuating shield or shrouds.
 - 5. Select haul routes that minimize intrusion to residential areas.
 - 6. Select construction processes and techniques that create the lowest noise levels.
- C. Prepare a written Noise Control Program to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments as necessary. Implement the program and keep a copy at the project site to be submitted to the City Representative upon request.
- D. The City, at its own discretion, will monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to article 29 of the San Francisco Police Code, Contractor shall stop work for alternate methods and equipment or place restrictions on construction operations to further limit the noise as directed by the City.

1.4 NIGHT AND WEEKEND NOISE REQUIREMENTS

- A. Except as specifically set forth in these Specifications, Contractor shall not perform work between the hours of 8:00 p.m. and 7:00 a.m. of the following day if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property line, unless a noise permit therefor has been obtained pursuant to the Police Code section 2908.
 - 1. Apply for City noise permits through the City Representative at least 15 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend, and holiday work performed.

2. If Contractor is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work between the hours of 8 p.m. and 7 a.m. or on weekends or holidays, the Contractor must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from and approved by Bureau of Street-Use and Mapping, 49 S. Van Ness Avenue, Suite 300, San Francisco, CA 94103.
3. Refer to Section 00 72 00 for definition of Regular Working Hours.

1.5 REQUIREMENTS FOR PLACEMENT OF BARRICADES

- A. Comply with the requirements of San Francisco Department of Public Works Guidelines for the Placement of Barricades at Construction Sites (DPW Order No. 167,840). Refer to this website for a copy of DPW Order No. 167,840:
<http://www.sfpublishworks.org/services/project-manual-and-reference-documents>.
- B. Provide and maintain at least one accessible path-of-travel for pedestrians around the construction site consistent with applicable federal, state, and local laws, including the Americans with Disabilities Act and the California Building Code (Title 24, Part 2, Accessibility Standards).
- C. 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 the requirements for accessibility and placement of barricades.

1.6 REQUIREMENTS FOR USING WATER FOR CONSTRUCTION

- A. Contractor shall comply with Article 21 of the San Francisco Public Works Code, which restricts the use of potable water for soil compaction and dust control activities to the extent not directly in conflict with any applicable federal, state, or local law.
- B. Contractor shall apply to the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) for a permit to use recycled water for soil compaction and dust control activities.
 1. Contractor shall submit a completed Recycled Water User Permit Application to the SFPUC WWE. The permit application can be downloaded at the following internet address: <http://sfwater.org/modules/showdocument.aspx?documentid=7234>. If SFPUC WWE approves the application, the Contractor will be issued a permit and provided instruction for use of the Recycled Water Fill Station.
 2. Contractor will be responsible for the handling and transportation of recycled water in accordance with the approved permit. Contractor will also be responsible for any permit and discharge fees.
 3. If the SFPUC denies the permit application because the use of recycled water falls within one or more of the restrictions of Title 22, Division 4, Chapter 3 of the California Code of Regulations, and the applicable General Order under which the SFPUC is bound at the time the application is processed, the permit application will be redirected for approval of potable water for these activities as directed in Paragraph C below.
- C. Potable Water:

1. Contractors will be directed to the SFPUC, Customer Service Bureau (CSB), at 525 Golden Gate Avenue, San Francisco, to complete a potable hydrant meter application. Once the application has been completed and approved, CSB will provide Contractor with a receipt.
2. Contractor shall pay the costs of permit fees, connection fees, meters, and all water usage furnished by the SFPUC under the established water service account. The City will not reimburse these costs.
3. Contractor shall bring the receipt as proof of payment to the City Distribution Division (CDD) at 1990 Newcomb Street, San Francisco, to collect the hydrant meter. Contractor shall bring the meter to CDD monthly for readings and payments.

1.7 AIR QUALITY REQUIREMENTS

- A. The Contractor shall provide dust control measures during construction in accordance with the requirements of the Contract Documents. Prior to starting Work at the site, the Contractor shall prepare a Dust Control Program to minimize potential public health impacts associated with visible dust emissions and air quality pollutants. Said dust control program shall include measures to minimize impacts to sensitive receptors associated with exposure to respirable nuisance dust (PM10) and the following requirements to achieve a goal of "No Visible Emissions". The Contractor shall implement the dust control program for the project duration and maintain a copy at the project site to be submitted to the City Representative upon request.
- B. Comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171,378). Failure to comply with DPW Order No. 171,378 shall subject Contractor to fines of \$1,000.00 per day for each day a violation is not corrected.
 1. Minimize dust generation to reduce health risks to workers and the public.
 2. Mist the immediate demolition area with a water spray to prevent airborne dust particles.
 3. Perform continuous water spraying during dust generating activities. Mist or spray in such a way as to prevent puddling or generation of runoff.
 4. Use dust enclosures, curtains, and dust collectors as necessary to control dust. The City may request dust scrubbers installation during demolition to minimize dust migration in the project site's occupied areas.
 5. Minimize the amount of demolition debris stored at the Site. Remove demolition debris, with the exception of hazardous materials or suspected hazardous materials, from the Site no later than the end of each workday.
 6. If hazardous materials or suspected hazardous materials are stored on Site, store such materials in accordance with all applicable Cal/EPA regulations, including providing storage in proper containers and protection from exposure to the elements. Remove such materials from the Site as soon as possible for disposal or recycling in accordance with applicable laws and regulations.
 7. Keep the Site and adjacent areas clean and perform wet sweeping at the end of each shift.
 8. Load haul trucks, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.

9. Clean up spillage on City streets, whether directly or indirectly caused by Contractor's operations.
 10. Stockpiles soil, sand and other materials; shall be covered and protected at the end of the shift.
- C. Comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) regulation 6 (for particulate matter and visible emissions), regulation 7 "Odorous Substances," regulation 11 "Hazardous Pollutants," and the California Health and Safety Code division 26 "Air Resource", chapter 3 "Emission Limitations", section 41700 "Prohibited Conduct," and related regulations. Notify the BAAQMD 10 working days prior to commencing demolition or hazardous materials abatement work.
1. Such notification shall include the names and addresses of operations and persons responsible; description and location of the structure to be demolished or altered including size, age and prior use, and the approximate amount of friable asbestos; scheduled starting and completion dates of demolition or abatement; nature of planned work and methods to be employed; procedures to be employed to meet BAAQMD requirements; and the name and location of the disposal site.
 2. The BBAQMD randomly inspects removal operations and will respond to any complaints received. Cooperate and facilitate all BAAQMD authorized inspections.
- D. Implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
1. Preventing the accumulation of toxic concentrations of chemicals.
 2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
 3. Limiting vehicle speed limit on unpaved roads to 15 miles per hour (mph).
 4. Prohibiting idling motors when equipment is not in use or when truck are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
 5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
 6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
 7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
 8. Load haul trucks, excavated materials, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
 9. Clean up spillage on City streets promptly, whether directly or indirectly caused by Contractor's operations.
 10. Any stockpiles of excavated materials, backfill, import materials; sand, gravel, road base and soil shall be stored in staging areas approved by the City and shall be completely covered with a 10 ml (0.01 inch) polyethylene plastic or equivalent tarp and braced down and secured daily at the end of the shift. The Contractor shall maintain the covers throughout their use.
 11. During all excavation and dirt moving activities, wet sweep/vacuum the streets, sidewalks, paths and intersections where work is in progress at least three (3) times per shift per day and once at the end of the shift as directed by the City.

12. For wet sweeping use a vacuum sweeper vehicle with sufficient suction to ensure that the vehicle does not blow dust towards neighboring businesses or residences. The city will evaluate the effectiveness of the Contractor's vacuum sweeper and, if necessary, will require the Contractor to provide a more powerful and effective vehicle.
13. Vehicles entering or exiting construction areas shall travel at a speed of no more than 15 mph to minimize dust emissions and follow the approved traffic routes.
14. Wheel washers shall be installed and used to clean truck and equipment tires leaving the construction site. If wheel washers cannot be installed, tires and spoils trucks shall be washed off before they re-enter City streets to minimize deposition of dust-causing materials.
15. Wet down areas around soil improvement operations, visibly dry disturbed soil surface areas and visibly dry disturbed unpaved driveways at least three (3) times per shift per day or more as needed as directed by the City.

1.8 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

- A. Maintain work areas and adjacent public right-of-ways in orderly and safe condition. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis, and as often as determined by the City.
- B. Control the accumulation of waste materials and debris; collect waste from construction areas and the project site, daily. Remove accumulations of debris surplus materials and trash from the site at the end of each working day or at frequent intervals or as directed by the City. Burying or burning of trash and debris on the site is not permitted
- C. Perform the work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in work areas and adjacent areas.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose these types of materials in a lawful manner. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
- E. For storage areas, ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Contract.
 1. Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
 2. Immediately remove materials deposited outside of approved storage areas.

1.9 PARKING RESTRICTIONS

- A. Parking: Employees of the Contractor, sub-contractors, and suppliers shall not park their vehicles within the active construction area when they are currently working and where public access is prohibited. The Contractor shall provide parking for their employees at a site, which will not impact local public parking and transport employees between the parking area and the work.
- B. Vehicle Towing: When a vehicle is removed from a street at the request of the Contractor and a post-storage hearing determines that as a result of the Contractor's improper posting of required signs, reasonable grounds did not exist for removal, the responsible Contractor shall reimburse the City for cost incurred in storage and towing.

1.10 EXCAVATION REQUIREMENTS

- A. Comply with the regulations of California State Standard, CCR Title 8, Chapter 4, Section 1541, regarding coordination and safety of excavations near subsurface installations.
- B. Contractor shall obtain, review and comply with Article 2.4 "Excavation in the Public Right of Way" of the San Francisco Public Works Code as currently amended and applicable regulations of Public Works for excavating and restoring streets in the public right of way. Public Works Order No. 187,005 shall apply. Except for excavations specifically exempted by said article or by written waiver granted by Public Works, no excavation shall be performed in the public right of way under the jurisdiction of Public Works without a valid excavation permit issued by the San Francisco Public Works, Bureau of Street-Use and Mapping, telephone (628) 271-2000.
 - 1. Refer to Paragraph 3.06 of the General Conditions (Section 00 72 00) as amended in the Supplementary Conditions (Section 00 73 00) for permit procurement responsibilities.
 - 2. Keep copies of the excavation permit available at the Site for inspection by the City upon request.
 - 3. Excavation permits are not required for excavations completed within 24 hours to install parking meters, street lights, street trees, traffic signs, traffic signals, utility poles or to repair utility boxes in sidewalks; or excavations performed for the sole purpose of repairing sidewalks.
 - 4. For emergency excavations, necessary for protection of life or property, immediately notify Public Works, Bureau of Street-use and Mapping, and apply for an emergency permit within 4 hours after the department offices first open.
 - 5. Refer to the manual "Regulations for Excavating and Restoring Streets in San Francisco, DPW Order No. 187,005", for complete information about excavation code requirements. Copies of the manual may be purchased at Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, California 94103, telephone (628) 271-2000.
 - 6. Coordinate with the City and other contractors working at the Site to minimize impacts of the excavation work on the community and local businesses.
- C. Public Works Order No. 187,005 shall apply. In addition, the following requirements apply:
 - 1. The depth of excavation shall not include thickness of roadway pavement section.
 - 2. For trenches 6 feet in depth or less, a compaction test shall be required at 100% of the backfill height.

3. At a minimum, one compaction test shall be performed for every 150 lineal feet of main line trench length and at one (1) in four (4) service trenches (e.g. side sewer, water service, etc).
- D. Contractor shall submit to the City for review and approval all 30-Day and 10-Day public notices prior to issuance, distribution to the public, and commencement of work associated with excavations in accordance with article 2.4 of the San Francisco Public Works Code. 30 day public notices shall be distributed to property owners by U.S. mail. 10-Day public notices can be delivered or mailed. Such notices shall include the name, address, and 24-hour telephone number of Contractor's representative who will provide information to, and receive complaints from, the public concerning the excavation.
1. For excavations completed and restored in 2 to 14 calendar days, post and maintain notices every 100 feet along the block of excavation work at least 72 hours prior to starting excavation. Notices must be printed on 11-inch x 17-inch paper in letters at least 1-inch high and must contain:
 - a. The name, address, and telephone number of Contractor's representative;
 - b. A description of the project;
 - c. The start and completion dates of the project;
 - d. If cars will be towed during the entire construction period or during a specific time period.
 2. For excavations completed and restored in 15 calendar days or longer, provide written notice as follows:
 - a. Delivered by U.S. mail at least 30 calendar days but not more than 60 calendar days prior to starting excavation to:
 - (1) Property owners on the affected blocks;
 - (2) Affected neighborhood and merchant organizations listed in the City Planning Department's "Directory of Neighborhood Organization and Service Agencies;"
 - (3) San Francisco Bicycle Coalition and the San Francisco Bicycle Advisory Committee, when excavations occur on designated bicycle routes;
 - (4) Provide the City Representative with a copy of the mailing list;
 - b. At least 10 calendar days but not more than 15 calendar days prior to starting construction, post and maintain notices every 100 feet along the block to be excavated and deliver the same notices to each dwelling unit on the block of excavation work.
 - c. Notices must contain:
 - (1) The name, address, and telephone number of Contractor's representative;
 - (2) A description of the project;
 - (3) The start and completion dates of the project;
 - (4) The name, address and 24 hour telephone number of a contact person.
 3. If the Contractor has not been actively performing Work on a block or intersection for a period of 60 consecutive calendar days or more, the Contractor shall reissue written 10-Day Notices prior to recommencing Work.
 4. For emergency excavation post and maintain notices every 100 feet along the block of excavation work as soon as possible but no later than 24 hours after start of construction Notices must be printed on 11-inch x 17-inch paper in letters at least 1-inch high and must contain.

- a. The name, address, and telephone number of Contractor's representative;
- b. A description of the emergency project;
- c. The start and completion dates of the emergency project.

1.11 REQUIREMENTS FOR PROTECTION OF SEWER SYSTEM

- A. Wastewater which is transferred from the Site during this Project shall meet the pre-treatment standards of the San Francisco Municipal Code, section 123, Industrial Waste Ordinance #19-92 and DPW Order No. 158,170 prior to discharge into the City's sewage system.
- B. Should wastewater become contaminated due to Contractor's operations all costs of satisfactory remediation and disposal shall be at no cost to the City. Such costs shall include, but not be limited to, all redesign, reconstruction and pre-treatment costs necessary to satisfy the requirements of the Industrial Waste Ordinance #19-92, and DPW Order No. 158,170.
- C. Should the existing wastewater be contaminated, or should it be uncontaminated but subsequently become contaminated due to conditions other than Contractor's operations, a Change Order will be issued as provided in Article 6 of the General Conditions for additional costs or time extension will be granted as provided in Article 7 of the General Conditions to pretreat the contaminated water prior to routing the flow into the sewer system or other approved disposal at the direction of the City.
- D. Contractor shall be responsible for obtaining and paying for all water discharge permits and for paying all sewer service charges, penalties and other incidental fees and expenses resulting from discharging wastewater into the City's sewerage system by Contractor's operations.
 1. The application for such wastewater discharge permit shall be sent to:

San Francisco Public Utilities Commission
Wastewater Enterprise, Collection System Division
3801 3rd Street, Suite 600
San Francisco, CA 94124
Telephone (415) 695-7321.

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SECTION 00 73 30**LOCAL HIRING REQUIREMENTS****1.1 SUMMARY**

- A. This Section 00 73 30 incorporates applicable requirements of the San Francisco Local Hiring Policy for Construction ("Policy") as set forth in Section 6.22(g) and Chapter 82 of the San Francisco Administrative Code. The Provisions of the Policy are hereby incorporated as a material term of this Contract. Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.
- B. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the OEWD website at: www.oewd.org.
- C. Meeting the local hiring requirements of the Policy as set forth in this Document will satisfy Contractor's obligations under the City's First Source Hiring Program (San Francisco Administrative Code Chapter 83).

1.2 DEFINITIONS

- A. "Apprentice" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.
- B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- C. "Covered Project" means a public work or improvement or part thereof with estimated cost in excess of the Threshold Amount as set forth in Section 6.1 of the San Francisco Administrative Code.
- D. "Non-covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.
- E. "Disadvantaged Worker" means a local resident, who (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate; or (ii) at the time of commencing work on a covered project has a household income of less than 80% of the AMI, or (iii) faces or has multiple barriers to employment as set forth in Section 82.3 of the Administrative Code.
- F. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project. For projects outside the jurisdictional boundaries of the City, "local resident" also applies to residents within the San Francisco Public Utilities Commission service territory, except where a reciprocity agreement exists with another local agency, in which case the reciprocity agreement controls.¹

¹For Covered Projects located in whole or in part in San Mateo County, the following reciprocity agreement controls:
<http://oewd.org/sites/default/files/Workforce/Workforce-Docs/SFO-SM%20reciprocity%20agreement.pdf>

- G. "Project Work Hours" means the total work hours worked on a construction contract by all apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.
- H. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days' notice.
- I. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

1.3 LOCAL HIRING REQUIREMENTS

- A. Total Project Work Hours By Trade. For all Covered Projects advertised for bids on or after March 25, 2013, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers.
- B. Apprentices. For all Covered Projects, at least 50% of the Project Work Hours performed by apprentices within each trade shall be performed by Local Residents, with a goal of no less than 25% of Project Work Hours performed by apprentices within each trade to be performed by Disadvantaged Workers.
- C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to San Francisco Public Works and OEWD the number of Project Work Hours performed by residents of states other than California.
- D. Pre-construction or other Local Hire Meeting. Prior to commencement of construction on Covered Projects, Contractor and its Subcontractors identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by awarding department or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority.
- E. The Policy does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM; EMPLOYMENT NETWORKING SERVICES

- A. OEWD administers the CityBuild Program. CityBuild is a resource for Contractor and Subcontractors to use in meeting local hiring requirements under the Policy. CityBuild has two main goals:
 - 1. Assist with local hiring requirements under the Policy by connecting Contractor and Subcontractors with qualified journey-level, apprentice, and pre-apprentice local residents.
 - 2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

- B. Where Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of the Policy, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:
1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
 2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under the Policy. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is "disadvantaged" as defined in the Policy.

1.5 CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

- A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the local hiring requirements on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.
1. Specialized Trades. OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of the Policy will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the project work hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.
 2. Credit for Hiring on Non-Covered Projects. Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:
 - a. the Targeted Workers are paid the prevailing wages for work on the Non-Covered Projects; and
 - b. for Non-Covered Projects located in the City, the number of hours to be credited for the Non-Covered Project exceed one-half of the number of hours that would be required if the project were a Covered Project.
 3. Sponsoring Apprentices. Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new apprentices in trades in which noncompliance is likely and retaining those apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new apprentices are registered and active apprentices.
 4. Direct Entry Agreements. OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with the Policy by Contractor or Subcontractor hiring and retaining apprentices who are enrolled through such direct entry agreements. Such exception from assessments of penalties is subject to review and approval by OEWD.

1.6 LOCAL HIRING FORMS

- A. Utilizing the City's online Project Reporting System ("PRS"), Contractors shall submit the following forms, as applicable, to the San Francisco Public Works and OEWD within ten (10) calendar days of notice of Award:
1. Form 1: Local Hiring Workforce Projection. The City will not issue Notice to Proceed (NTP) until Contractor completes and submits a Local Hiring Workforce Projection.
 2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than \$1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2. The OEWD-approved Local Hiring Plan will be incorporated into this Contract as a Contract Document, and will serve as the basis for determining Contractor's and its Subcontractors' compliance with local hiring requirements.
 - a. The City will not issue NTP until Contractor submits the Local Hiring Plan. Contractor shall be fully responsible for any delays to NTP and associated damages incurred by the City caused by Contractor's failure to timely submit a Local Hiring Plan.
 - b. The Local Hiring Plan must be reviewed and approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor.
 - c. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
 3. Form 4: Conditional Waivers. To be completed by Contractor in the event that Contractor or a Subcontractor believes the local hiring requirements cannot be met. Refer to Articles 1.4 and 1.5 for more information regarding conditional waivers.

1.7 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

- A. Subcontractor Compliance. Contractor shall ensure that Subcontractors of all tiers comply with applicable requirements of the Policy. Refer to Administrative Code Section 82.7(d).
- B. Reporting. As required by Subparagraph 9.03M of the General Conditions (Section 00 72 00) Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and San Francisco Public Works will monitor compliance with the Policy electronically
- C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of project work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Project.
1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the covered project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method).
 2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.

3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the awarding department and the OEWD.
- D. Monitoring. From time to time and in its sole discretion, OEWD and/or the awarding department may monitor and investigate compliance of Contractor and Subcontractors working on the Project with requirements of this Policy. Consistent with the Access to Work provisions of Paragraph 3.13 of the General Conditions (Section 00 72 00), Contractor shall allow representatives of OEWD and the awarding department, in the performance of their duties, to engage in random inspections of the Site. Contractor and all Subcontractors shall also allow representatives of OEWD and the awarding department to have access to employees of Contractor and Subcontractors and the records required to be maintained under the Policy.
- E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject Contractor to the consequences of noncompliance specified in Section 82.8(f) of the Administrative Code, including but not limited to the penalties prescribed in Section 82.8(f)(2). The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Administrative Code Section 82.8(f)(4) for a description of the recourse procedure applicable to penalty assessments under the Policy.

END OF SECTION

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FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this Local Hiring Workforce Projection (Form 1) within 15 calendar days from notice of award of each Bid Package. For purposes of this form, the terms "Bid Package" and "Trade Package" can be used interchangeably. The Contractor must include information regarding all of its Subcontractors who will perform construction work under the Bid Package regardless of Tier and Value Amount. Contractor shall not issue Notice to Proceed (NTP) for the applicable Bid Package Work until it submits a completed Form 1 to the City. The Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by Contractor's failure to submit an accurate and complete Form 1 for its workforce and the workforce of its Subcontractors in a timely manner.

Will you be able to meet the mandatory Local Hiring Requirements?

- ☐ **YES** (Please provide information for all contractors performing construction work in Table 1 below.)
☐ **NO** (Please complete Table 1 below and Form 4: Conditional Waivers.)

INSTRUCTIONS FOR COMPLETING TABLE 1:

- Please organize the contractors' information based on their Trade Craft work.
- For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (*i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.*)
- If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by Local Residents.
- Additional blank form is available at our Website: www.oewd.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email: Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor <i>List contractors by Trade Craft</i>		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
<i>Example:</i> Laborer	Contractor X	Journey	800	250	31%
		Apprentice	200	100	50%
<i>Example:</i> Laborer	Contractor Y	Journey	500	100	20%
		Apprentice	0	0	0
<i>Example:</i>	TOTAL LABORER	Journey	1300	350	27%
		Apprentice	200	100	50%
<i>Example:</i>	TOTAL		1500	450	30%
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.

Name of Authorized Representative _____ Signature _____ Date _____ Phone _____ Email _____



FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

For each Bid Package, Contractor must submit a Local Hiring Plan using this Form 2 through the City's Project Reporting System. Contractor shall not issue NTP for the applicable Bid Package until it submits a completed Form 2 to the City. For purposes of this form, the terms "Bid Package" and "Trade Package" can be used interchangeably. Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by the Contractor's failure to submit a completed Form 2 in a timely manner. The Local Hiring Plan must be approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor for the Bid Package Work. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved Conditional Waivers (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS BID PACKAGE.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this Bid Package.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by Local Residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.oewd.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email: Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
<i>Example: Laborer</i>	1500	450	30%	200	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	Joe Smith
Contractor Y Michael Lee	100	0	100	5/25/13	30	Michael Lee

City Use Only

OEWD Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature and Date:	

***We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.**



FORM 4: CONDITIONAL WAIVERS

Contractor: _____ **Project Name:** _____ **Contract #:** _____

Upon approval from OEWD, Contractors and Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a Conditional Waiver from the Local Hiring Requirements on a project-specific basis. Conditional Waivers must be approved by OEWD prior to approval of Contractor's first Application for Payment. If applicable, each contractor must submit their individual Waiver request to OEWD and copy their Prime Contractor.

TRADE WAIVER INFORMATION: Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:

☐ 1. SPECIALIZED TRADES
 ☐ 2. SPONSOR APPRENTICE(S)
 ☐ 3. CREDIT FOR NON-COVERED PROJECTS or DIRECT ENTRY HIRE

1. SPECIALIZED TRADES: Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p style="text-align: center;">Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> MARINE PILE DRIVER</div> <div style="width: 33%;"><input type="checkbox"/> HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR</div> <div style="width: 33%;"><input type="checkbox"/> IRONWORKER CONNECTOR</div> <div style="width: 33%;"><input type="checkbox"/> STAINLESS STEEL WELDER</div> <div style="width: 33%;"><input type="checkbox"/> TUNNEL OPERATING ENGINEER</div> <div style="width: 33%;"><input type="checkbox"/> ELECTRICAL UTILITY LINEMAN</div> <div style="width: 33%;"><input type="checkbox"/> MILLWRIGHT</div> </div> <p><input type="checkbox"/> TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS*. <i>LIST:</i></p> <p style="font-size: small;">*WAIVER VOIDED IF TOTAL WORK HOURS EXCEED 5%.</p>		
a. List OEWD-approved project-specific Specialized Trades approved during the bid period:		
<div style="display: flex; justify-content: space-between;"> OEWD APPROVAL: <input type="checkbox"/> Yes <input type="checkbox"/> No OEWD Signature: _____ </div>		

2. SPONSORING APPRENTICES: Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
PLEASE PROVIDE DETAILS:						
Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
	Y <input type="checkbox"/> N <input type="checkbox"/>					
	Y <input type="checkbox"/> N <input type="checkbox"/>					
OEWD APPROVAL: <input type="checkbox"/> Yes <input type="checkbox"/> No			OEWD Signature: _____			

3. CREDIT for HIRING on NON-COVERED PROJECTS or DIRECT ENTRY HIRE: If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects or hiring workers with Direct Entry Agreements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
PLEASE PROVIDE DETAILS:				
Labor Trade, Position, or Title	Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
Journey				
Apprentice				
OEWD APPROVAL: <input type="checkbox"/> Yes <input type="checkbox"/> No			OEWD Signature: _____	

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SECTION 00 73 73**STATUTORY REQUIREMENTS****1.1 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 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

1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

1.3 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Administrative Code Chapters 12B and 12C.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. **Title VI Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
 - 1. **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation

(hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, 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:

1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, 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.

1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

- A. The provisions of San Francisco 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.

1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, 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 12.G, 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.

1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (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 percent 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.

1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco 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.

1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
 - 1. 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.
 - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
 - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

- A. 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.

1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

- A. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic"

shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

1.14 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
1. Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <http://sfgov.org/cmd/important-forms> . Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
 2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
 3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in Section 14B.7(H)(2) of the Administrative Code and CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
 4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
 5. During the term of the Contract, Contractor shall fulfill its LBE participation commitments submitted with its Bid. In the event that Contractor must request a substitution of an LBE

subcontractor under Public Contract Code section 4107, Contractor shall make a good faith effort to retain a replacement who is also a certified LBE. For a substitution of a non-LBE subcontractor, Contractor agrees to make a good faith effort to retain an LBE as the replacement subcontractor.

6. Contractor shall compensate a LBE subcontractor as provided in Section 14B.7(H)(5) of the Administrative Code if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The foregoing provisions shall be enforceable in a court of competent jurisdiction.
7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 20 percent, Contractor shall comply with all LBE subcontracting provisions of this Contract with respect to the Change Order.
8. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.
9. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
10. Contractor and subcontractors shall use the web-based Local Business Utilization Tracking System (LBEUTS) to submit 14B prime contractor and subcontractor payment information, including monthly progress payment invoices. The LBEUTS replaces CMD Forms 7 and 9. Refer to CMD Attachment 1, Article 1.03 for more details, or visit the CMD website: <https://sfgov.org/cmd/lbe-tracking-system-lbeuts>.
11. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

1.15 SUNSHINE ORDINANCE

- A. 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, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

1.16 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco 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.

1.17 CLEAN CONSTRUCTION

- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code and Chapter 25 of the Environment Code. The provisions of Section 6.25 and Chapter 25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Chapter 25 of the Environment Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25 of the Administrative Code and Chapter 25 of the Environment Code, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

1.18 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 San Francisco 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. 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 Paragraph. Capitalized terms used in this Paragraph 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, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

- 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 subparagraph 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.

1.19 CONTRACTOR PERFORMANCE

- A. The City will review Contractor's performance in accordance with Administrative Code Section 6.26. Reviews will be based on a number of criteria, including, but not limited to, safety, quality, timeliness, and expertise. Assessments of past performance may be used as part of future responsibility determinations. Performance reviews shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the City for the Contractor's performance of the Contract.

END OF SECTION