

SECTION 00 73 02

CONTRACT TIME AND LIQUIDATED DAMAGES

1.01 SUMMARY

- A. This Section 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.

1.02 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 315 consecutive calendar days beginning with and including the official date of Notice to Proceed.
- B. Final Completion shall occur no later than 60 consecutive calendar days after the date of Notice of Substantial Completion.

1.03 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 three thousand, two hundred dollars (\$3,200.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.02A.
- B. In addition, Contractor shall pay the sum of eight hundred dollars (\$800.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.02B.

1.04 MISCELLANEOUS LIQUIDATED DAMAGES, PENALTIES, AND FINES

- A. Contractor is advised that miscellaneous provisions for potential liquidated damages, penalties and fines are located elsewhere in the Contract, including but not limited to the following:
 - 1. Section 00 45 60 - \$50 per day per person forfeiture plus five year disqualification for failure to comply with prevailing wage requirements.
 - 2. Section 00 49 18 provides as an incentive, an equal split in cost saving between Contractor and the City, resulting from a Contractor submitted substitution request approved by the City.
 - 3. Section 00 52 00, Article 4.03A – back wages due plus not less than \$50 per calendar day penalty for each worker not paid the highest general prevailing rate of wage; This is repeated in Article 11.01B.4 of Section 00 72 00 General Conditions.

4. Section 00 52 00, Article 4.03B – back wages due plus not less than \$50 per calendar day penalty for each worker not compensated in accordance with the prevailing overtime standard and rate; This is repeated in Article 11.01B.5 of Section 00 72 00 (General Conditions).
5. Section 00 49 01 or 00 49 06, Article 1.05A.2.b.vi – liquidated damages in an amount equal to the contractor’s net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by the S.F. Contract Monitoring Division, pursuant to 14B.7(H)(2) of the S.F. Administrative Code, 14B
6. Section 00 72 00, Article 11.02A.4 – a daily penalty for each worker consistent with analogous provisions of the California Labor Code, including section 1776, if after 10 days following Contractor’s receipt of a written notice of noncompliance with the payroll records certification requirements of California Labor Code section 1776, said noncompliance is still evident.
7. Section 00 73 30 and Administrative Code Section 6.22(g)(7)(F) – amount equal to the journeyman or apprentice prevailing wage rate, as applicable, for the primary trade used by Contractor or a Subcontractor for each hour by which Contractor or Subcontractor fell short of the local hiring requirement.
8. Section 00 73 73, Article 3.06B (Projects located in San Francisco only) – \$1,000 per day fine for each day that Contractor fails to comply with the Dust Control requirements of San Francisco Department of Public Works Order No. 171,378.
9. Section 01 55 26 – Traffic Control (Projects located in San Francisco only) –
 - a. \$1,000 per calendar day Contractor fails to comply with the requirements for accessibility and placement of barricades.
 - b. \$200 per calendar day for which the Traffic Control Plans and schedule submitted is delayed beyond the limits specified per Section 01 55 26.
 - c. \$2,000 for each occurrence, in addition to SFPD’s citation, the Contractor’s work is shut down due to the Contractor commencing work on city streets without having approved Traffic Control Plans on site (emergency work excepted).
 - d. \$500 per hour, or portion thereof, per lane for failure to provide the lane requirements as specified in Section 01 55 26. 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 and an additional one hour for travel time.

- e. \$500 per calendar day for each solar operated Flashing Arrow Sign and/or Changeable Message Sign not furnished and in place in accordance with Section 01 55 26.
 - f. \$200 per calendar day per each traffic sign, traffic device, and/or non-skid steel plate not furnished and in place in accordance with Section 01 55 26.
 - g. \$500 per calendar day per block or portion of a block where there is no continuous construction activity within 24 hours of the posted effective date and time of the temporary “Tow-Away, No Stopping” zone.
 - h. \$500 per parking meter removed by the Contractor without authorization from the City Representative.
 - i. \$5,000 per unauthorized bus zone relocation or any other unauthorized use of temporary bus stop signs by the Contractor.
 - j. \$200 per calendar day the Daily Traffic Inspection Report is not submitted on time as specified per Section 01 55 26.
 - k. \$1,000 per parking meter misplaced or lost by the Contractor.
10. Section 01 55 26 – Traffic Control (regardless of Project location) – various liquidated damages as listed in Part 4.

END OF SECTION