

## SECTION 01 21 00

## ALLOWANCES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Allowances and procedures for doing allowance work.

## 1.2 PROJECT CONDITIONS

- A. Allowances shall be done only when and as directed in writing by the City Representative.
- B. Allowances shall cover the actual direct cost to Contractor of labor, materials and equipment delivered and installed at the site, required taxes and fees, less applicable trade discounts.
- C. Contractor's costs for required on-site and off-site storage and security, loading and unloading, handling at the site, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in Contractor's Total Bid Price and not in the allowances unless indicated otherwise.
- D. The amount given on Schedule of Bid Prices under each allowance item shall be the amount of funds set aside for each allowance. Said amounts shall be included in Contractor's Total Bid Price on the Schedule of Bid Prices.
- E. Whenever costs are more than or less than allowances, the Contract cost will be adjusted by change order based on the difference between (1) actual costs and the allowances, and (2) changes in Contractor's costs. Contractor shall identify allowance item under which work is done on Contractor's progress schedule and application for payment.
- F. Contractor's mark up for overhead and profit on allowance work shall be limited to 5%.

## PART 2 - SCHEDULE OF ALLOWANCES

2.1 **Bid Item No. R-21: ALLOWANCE FOR AS-NEEDED TRANSIT SUPPORT PROVIDED BY CONTRACTOR**

- A. An allowance as shown in the Schedule of Bid Prices will be used to reimburse the Contractor for the performance of as-needed transit support work related to trolley contact De-Pole / Re-Pole Operations as directed by the City and Transit Operations. Allowance is intended solely for De-Pole / Re-Pole Operations and not for traffic control of the Project site.
- B. Refer to the following sections:
1. Section 01 11 00 – Summary of Work, Article 1.9 AS-NEEDED TRANSIT SUPPORT PROVIDED BY CONTRACTOR.
  2. Section 01 11 00 – Appendix B – Safety Training Waiver.
- C. Allowance cannot be used to cover last-minute cancellations, Contractor not utilizing scheduled MUNI services, or payment of "standby" costs when Contractor does not cancel or is tardy with daily work activities, or any other MUNI back charges.

- D. The Contractor shall provide a cash allowance in the amount of **\$50,000** for this work.

2.2 **Bid Item No. R-22: ALLOWANCE FOR AS-NEEDED OVERHEAD CONTACT SYSTEM (OCS) ISOLATION SUPPORT PROVIDED BY CONTRACTOR**

- A. An allowance as shown in the Schedule of Bid Prices will be used to reimburse the Contractor for the performance of as-needed overhead contact system (OCS) isolation support work related to trolley contact De-Pole / Re-Pole Operations as directed by the City and Transit as directed by the City and Transit Operations.
- B. Refer to to the following sections:
1. Section 01 11 00 – Summary of Work, Article 1.10 AS-NEEDED OVERHEAD CONTACT SYSTEM (OCS) ISOLATION SUPPORT PROVIDED BY CONTRACTOR;
  2. Section 01 11 00 – Appendix B – SFMTA Safety Training Waiver;
  3. Section 01 71 43 – Site Specific Work Plan (SSWP);
  4. Section 34 23 16.18 – Overhead Cable Isolation.
- C. Allowance cannot be used to cover last-minute cancellations, Contractor not utilizing scheduled MUNI services, or payment of “standby” costs when Contractor does not cancel or is tardy with daily work activities, or any other MUNI back charges.
- D. The Contractor shall provide a cash allowance in the amount of **\$100,000** for this work.

2.3 **Bid Item No. R-23: ALLOWANCE FOR PARTNERING FACILITATION AND RELATED COSTS**

- A. An allowance as shown in the Schedule of Bid prices will be used to reimburse the Contractor for the costs associated with the partnering process in accordance with Section 01 31 33 - Partnering Procedures and as directed by the City Representative.
- B. The Contractor shall provide a cash allowance in the amount of **\$15,000** for this work.

2.4 **Bid Item No. SW-35: ALLOWANCE FOR DE-ENERGIZING AND RE-ENERGIZING MUNI OVERHEAD WIRES, RELOCATION OF MUNI OVERHEAD WIRES, AND PROVIDING SERVICES OF MUNI INSPECTORS FOR SEWER AND DRAINAGE WORK**

- A. An allowance amount of **\$280,000** as shown in the Schedule of Bid Prices will be paid as directed by the City Representative for de-energizing and re-energizing MUNI overhead wires, relocation of MUNI overhead wires, and providing services of MUNI inspectors for sewer and drainage work. No mark ups and administrative costs will be included in this allowance. It is possible that some or all of the preset allowance amount may be used.

2.5 **Bid Item No. SW-36: ALLOWANCE TO PERFORM NECESSARY WORK DUE TO UNFORESEEN CONDITIONS RELATED TO SEWER AND DRAINAGE WORK**

- A. An allowance of **\$125,000** as shown in the Schedule of Bid Prices will be paid as directed by the City Representative for performance of work necessary due to unforeseen conditions related to sewer work. No mark ups and administrative costs will be included in this allowance. It is possible that some or all of the preset allowance amount may be used.

**2.6 Bid Item No. SW-37: ALLOWANCE FOR UNFORESEEN ENVIRONMENTAL WORK**

- A. A preset allowance of **\$117,000.00** as shown in the Schedule of Bid Prices will be paid as directed by the City Representative.
- B. This allowance is for work associated with soil profiling, the discovery unforeseen hazardous materials and its additional environmental testing, other unforeseen environmental work, and the transportation and disposal of surplus contaminated soils and excavated materials beyond bid quantities (that is not covered by the Contract as determined by the City Representative only).
- C. It is possible that some or all of the preset allowance amount may be used. The unused portion of the cash allowance shall be credited to the City. Mark up and profit for all tiers of sub-contracted work shall be limited to 5% each, with a maximum of two-tiers, and as approved by the City Representative.
- D. Any unforeseen excavated and contaminated surplus existing soil or excavated and contaminated unsuitable existing soil for reuse as backfill shall be properly transported and disposed of at a permitted landfill or out-of-state equivalent, or a reuse facility and will be measured and paid based on the unit US ton.
- E. Disposal costs shall include all disposal costs such as the waste approval process, preparation of waste acceptance forms, treatment of the material, weighing of the material, loading and unloading times, dump fees and taxes, profiling costs, landfill fees, and other incidentals. For payment, the Contractor shall submit copies of the fully signed non-hazardous or hazardous waste manifests forms, as well as the weight tickets.
- F. Dump fees and taxes shall include (as applicable) all tipping fees, gate fees, county and local taxes, landfill recovery fee, landfill environmental & surcharge fee, and the CA Board of Equalization (BOE) Hazardous Waste disposal fee. The CA Board of Equalization (BOE) Hazardous Waste generator fee (if applicable) will be paid by the City, and is not to be included in this bid item.
- G. Transportation costs shall include all handling, transportation, and other incidentals such as compliance with transportation regulations, scheduling, staging, loading and unloading times and fees, covering of trucks, preparation of hazardous or non-hazardous waste manifests, multiple handling and loading, tractor and truck stand-by and idle times, transportation round trip times and rates, load charges, and delays or demurrage due to such scheduling.
- H. Handling, stockpiling, and transportation of excavated soil within the project site or to the Contractor's intermediate staging area is incidental work and not covered by this bid item.
- I. Asphalt, concrete, aggregate base, vegetation, debris, wood, obstructions, and other organic, unsound or deleterious matter shall be excavated separately from the soil layer, and shall not be include in this bid item. The Contractor shall remove such materials prior to the transportation and disposal of soils.
- J. The removal, management, transportation, and disposal of asphalt, concrete, aggregate base, vegetation, debris, wood, obstructions, and other organic, unsound, or deleterious matter shall be incidental to its respective bid items.
- K. Soils of different waste disposal classification shall be segregated when excavated, managed, transported, and disposed separately with no mixing of the different types of wastes.

PART 3 – EXECUTION (Not Used)

END OF SECTION