



City and County of San Francisco

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET-USE AND MAPPING

**AS-NEEDED SIDEWALK INSPECTION AND REPAIR
PROGRAM (SIRP)**

CONTRACT NO. 2035D-3

(ID NO. OCM11028)

PROJECT MANUAL

OCTOBER 2010

Each Bid shall be enclosed in an envelope bearing the description:
"BID FOR AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP): Department of
Public Works Contract No. 2035D-3".

PROJECT INFORMATION

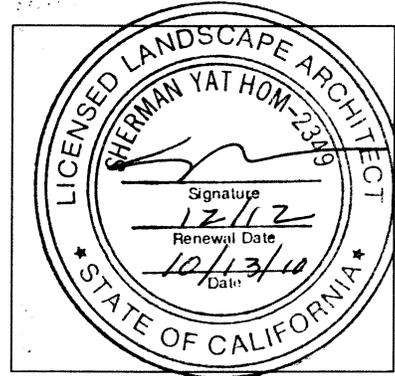
- CONTRACT NO.: **2035D-3** (ID NO. OCM11028)
- PROJECT TITLE: **AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)**
- BID OPENING DATE: **November 10, 2010**: Sealed bids will be received at 875 Stevenson Street, Room 420, San Francisco, CA 94103 until 2:30 PM.
- DESCRIPTION: The Work is performing sidewalk repair and landscaping at various locations on a work order basis; including reconstruction of sidewalk, driveway, curb, curb ramps, side sewer vent covers, tree pruning, and all other related work as specified in each work order package.
- PROJECT MANAGER: Robert Quan at 415-554-5797.
- CONTRACT DURATION: **365** consecutive calendar days from NTP to substantial completion.
- ESTIMATE: In excess of **\$1,500,000**.
- BID DOCUMENTS: Digital files of Bid Documents may be downloaded at no cost at <http://bsm.sfdpw.org/contractadmin>, or purchased on a CD format from Contract Administration Division 875 Stevenson Street, Room 420, telephone 415-554-6229, for a non-refundable \$15.00 fee paid by cash or check to "Department of Public Works".
- Addenda will be distributed by email only to plan holders with email addresses, and will be posted on the Bids and Contracts page at the City's website address: <http://mission.sfgov.org/OCABidPublication/>
- PRE-BID MEETING: **October 26, 2010, 10:30 a.m.**, at 875 Stevenson Street, Room 430.
- REQUIREMENTS (*Refer to Project Manual for a complete list*):
- 1) Class "A" or "C-8" license required to bid.
 - 2) Pursuant to San Francisco Administrative Code (SFAC) Section 6.25, "Clean Construction" is required for the performance of all work.
 - 3) Bid discounts may be applied as per SFAC Chapter 14B.
 - 4) Subcontracting goal is **23%** LBE.
 - 5) Good Faith Efforts. In accordance with SFAC Chapter 14B requirements, all bidders, except those who 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. Bidders will receive 15 points for attending the pre-bid conference. Refer to HRC Form 2B for more details. Exception: Bidders who demonstrate that their total LBE participation exceeds the above subcontracting goal by 35% will not be required to meet the good faith efforts requirements. Call Selormey Dzikunu at 415-558-4059 for details.
 - 7) For information on the City's Surety Bond Program, call Nancy Owens at 415-217-6578.

END OF DOCUMENT

CERTIFICATIONS PAGE

The various portions of the specifications and other contract documents for project “AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP),” Department of Public Works Contract No. 2035D-3, have been prepared under the direction of the following design professionals, licensed in the State of California.

LANDSCAPE ARCHITECT
Sherman Hom
Bureau of Engineering



END OF DOCUMENT

DOCUMENT 00010

TABLE OF CONTENTS

Document No. Document Title

Introductory Information

00006 PROJECT INFORMATION
00007 CERTIFICATIONS PAGE
00015 DRAWING INDEX

BIDDING REQUIREMENTS***Instructions for Bidding***

00100 ADVERTISEMENT FOR BIDS
00200 INSTRUCTIONS TO BIDDERS
00200/QBD QUESTIONS ON BID DOCUMENTS
00211 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: LOCAL BUSINESS
ENTERPRISE (LBE) PROGRAM
00212 ESCROW BID DOCUMENTS

Bidding Forms (To Be Submitted With Bid)

00400/BCL BIDDING FORMS CHECKLIST
00400 BID FORM
00430 BID BOND
00432 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
00435 SUBCONTRACTOR LIST
00450 BIDDER'S QUALIFICATIONS STATEMENT
00457 CITYBUILD/FIRST SOURCE REFERRAL PROGRAM CERTIFICATION
00460 HIGHEST GENERAL PREVAILING WAGE RATE CERTIFICATION
00465 CERTIFICATE OF BIDDER REGARDING APPRENTICESHIP TRAINING
PROGRAM
00470 CERTIFICATE OF BIDDER REGARDING NONDISCRIMINATION IN
CONTRACTS AND BENEFITS
00480 NONCOLLUSION AFFIDAVIT
00482 CERTIFICATION OF BIDDER REGARDING DEBARMENT AND
SUSPENSION
HRC2B FORM 2B:"GOOD FAITH OUTREACH" REQUIREMENTS FORM

Supplements to Bidding Forms (To Be Submitted After Bid Opening)

00490 SUPPLEMENTARY BIDDING FORMS CHECKLIST
HRC3 FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT
HRC5 FORM 5: HRC EMPLOYMENT FORM
HRC6 FORM 6: HRC LBE SUBCONTRACTOR PARTICIPATION AFFIDAVIT
HRC6A FORM 6A: HRC LBE TRUCKING FORM
00494 CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER
SUBCONTRACTOR OR SUPPLIER REGARDING DEBARMENT AND
SUSPENSION
00495 CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP
TRAINING PROGRAM

00496 ESCROW BID DOCUMENTS DECLARATION
00498 REQUEST FOR PRODUCT SUBSTITUTION

CONTRACTING REQUIREMENTS

Agreement, Bonds, and Contract Forms

00520 AGREEMENT FORM
00610 PERFORMANCE BOND & PAYMENT (LABOR & MATERIALS) BOND
00621 SUBCONTRACTING REQUEST
00630 ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION

Conditions of the Contract

00700 GENERAL CONDITIONS, *July 2010*

Supplementary Conditions

00800 SUPPLEMENTARY CONDITIONS
00802 CONTRACT TIME AND LIQUIDATED DAMAGES
00805 INSURANCE REQUIREMENTS
00810 EXISTING UTILITY FACILITIES
00810/APA APPENDIX A: UTILITY CROSSINGS SPECIFICATIONS
00813 SPECIFIC PROJECT REQUIREMENTS
00820 CITYBUILD/FIRST SOURCE REFERRAL PROGRAM
FORM 1: CITYBUILD WORKFORCE PROJECTION FORM
FORM 2: CITYBUILD WORKFORCE HIRING PLAN
00822 STATUTORY REQUIREMENTS

SPECIFICATIONS

Section No. Section Title

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK
APPENDIX A: TEMPORARY STREET CLOSURE LIST
01026 SCHEDULE OF VALUES
01027 APPLICATIONS FOR PAYMENT
01060 REGULATORY REQUIREMENTS
01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01540 PROTECTION OF PROPERTY
01545 HEALTH AND SAFETY CRITERIA
01700 CONTRACT CLOSEOUT
01740 WARRANTIES
01750 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY PLAN
APPENDIX A: C&D DEBRIS RECOVERY WORKSHEET

DIVISION 2 – SITE CONSTRUCTION

02050	DEMOLITION
02211	ROUGH GRADING OF SOIL
02515	UNIT PAVERS
02520	PORTLAND CEMENT CONCRETE PAVING
02730	DECOMPOSED GRANITE PAVING
02825	REMOVAL OF EXISTING PLANT MATERIAL
02920	LANDSCAPE GRADING AND DRAINAGE
02950	LANDSCAPE PLANTING

DIVISION 3 – CONCRETE

03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03300	CAST-IN-PLACE CONCRETE WORK
03500	CONCRETE PAVEMENT FINISHES

DIVISION 4 – MASONRY

004400	MASONRY WORK
--------	--------------

DIVISION 9 – FINISHES

09310	CAST-IN-PLACE DETECTABLE SURFACE TILES
-------	----------------------------------------

STANDARD PLAN

LA-307	TREE PLANTING & STAKING
--------	-------------------------

END OF DOCUMENT

DOCUMENT 00015

DRAWING INDEX

DRAWINGS

A. The Drawings which describe the work of this Contract are contained in the Standard Plans of the Bureau of Engineering, Department of Public Works, City and County of San Francisco, dated April 30, 2007, and the Reference Drawings listed below. Copies of the Standard Plans book may be downloaded from the DPW website at: <http://www.sfdpw.org/index.aspx?page=1110>

B. The work shall be done as shown on the DPW Standard Plans, numbered and titled in part as follows:

<u>File No.</u>	<u>Title</u>
87,169	Standard Curbs
87,171	Driveway Construction
87,173	Standard Construction Joints for Concrete Sidewalk and Curbs
55,017	Standard Curb Ramp Plans and General Notes
55,017.1	Detectable Surface Layout, Details and Notes
55,018	Alternate Curb Ramps
55,018.1	Merged Grooved Border Curb Ramp Plans
55,018.2	Blended Curb Ramp Plans
55,018.3	Single Curb Ramp Plans

C. The following Standard Plan is not part of the DPW Standard Plans book, but is attached at the end of this Project Manual:

LA-307	Sidewalk Tree Pit Details
--------	---------------------------

D. The following Sidewalk Landscaping Reference Drawings are are issued with the Bid Documents as separate PDF files.

<u>Drawing No.</u>	<u>Title</u>
L-0.0	Title Sheet, Drawing Index and Notes
L-1.0	Layout Design Options and Sections For Different Sidewalk Widths Designated for 'No Parking'
L-1.1	Layout Design Options and Sections For Different Sidewalk Widths Designated for 'Parking'
L-2.0	Planting Palattes and Plan Layouts for 4x6 and 3x4 Planting Bed Modules
L-3.0	Paving Plan And Details
L-3.1	Edge Treatment Option Details
L-3.2	Planting Details

END OF DOCUMENT

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

This Document 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 Contract No. 2035D-3.

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

Contract No. 2035D-3 (ID No. OCM11028)
AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)

Sealed bids will be received at 875 Stevenson Street, Room 420, San Francisco, California 94103 until **2:30 P.M. on November 10, 2010**, after which they will be publicly opened and read. Digital files of Bid Documents may be downloaded at no cost from the Department of Public Works (DPW) Electronic Bid Documents download site at <http://bsm.sfdpw.org/contractadmin>, or purchased on a CD format from 875 Stevenson Street, Room 420, San Francisco, California 94103, telephone 415-554-6229, for a non-refundable \$15.00 fee paid by cash or check to "Department of Public Works".

Addenda and other bid changes will be distributed by email only to plan holders with email addresses, and will be posted on the Bids and Contracts page at the City's Office of Contract Administration website address: <http://mission.sfgov.org/OCABidPublication/>

The Work is performing sidewalk repair and landscaping at various location on a work order basis; including reconstruction of sidewalk, driveway, curb, curb ramps, side sewer vent covers, tree pruning, and all other related work as specified in each work order package. The time allowed for completion is 365 consecutive calendar days. The Engineer's estimate is in excess of \$1,500,000. For more information, contact the Project Manager, Robert Quan at 415-554-5797.

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

The Specifications include liquidated damages. Contract will be on a Unit Price basis. Progressive payments will be made.

Bid discounts may be applied as per SFAC Chapter 14B. Subcontracting goal is **23% LBE**. Call Selormey Dzikunu at 415-558-4059 for details. In accordance with SFAC Chapter 14B requirements, all bidders, except those who 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. Bidders will receive 15 points for attending the pre-bid conference. Refer to HRC Form 2B for more details. Exception: Bidders who demonstrate that their total LBE participation exceeds the above subcontracting goal by 35% will not be required to meet the good faith efforts requirements.

A pre-bid conference will be held **October 26, 2010, 10:30 a.m.**, at 875 Stevenson Street, Room 430.

For information on the City's Surety Bond Program, call Nancy Owens at (415) 217-6578.

A corporate surety bond or certified check for ten percent (10%) of the amount bid must accompany each bid. SFAC Sec. 6.22(A) requires all construction contracts awarded by the City and County of San Francisco to include performance and payment bonds for 100% of the contract award.

Class "A" or "C-8" license required to bid.

In accordance with San Francisco Administrative Code Chapter 6, no bid is accepted and no contract in excess of \$400,000 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 SFAC Chapter 12P, Minimum Compensation Ordinance.

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

DOCUMENT 00200

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, Human Rights Commission 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 (Document 00700) and in other Contract Documents are applicable to the Bid Documents.

1.2 DRAWING INDEX

- A. There are no Contract Drawings issued with this Bid Package. The location and scope of work will be issued with each Work Order Package. Standard Plans and Sidewalk Landscaping Reference Drawings are listed in Document 00015.

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
Department of Public Works
City and County of San Francisco
875 Stevenson Street, Room 420
San Francisco, California 94103
Telephone: 415-554-6229

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

Robert Quan
Bureau of Street-Use and Mapping
Department of Public Works
City and County of San Francisco
875 Stevenson Street, Room 460
San Francisco, CA 94103
415-554-5810 General Telephone No.
415-554-5797 Direct Telephone No.
415-554-5843 Fax

- C. For questions on HRC bid documents and submittal of required HRC Forms, contact the following “HRC Compliance Officer”:

Selormey Dzikunu
Human Rights Commission
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102
Telephone: 415-558-4059

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.
- B. A full set of Bid Documents is available for inspection during business hours without charge at the Contract Administration Division. Bidders may be allowed to perform inspection only, but not to inspect and perform bid take offs. The Bid Documents are also available for inspection at various builders’ exchanges and agencies. For a current distribution list of such agencies contact the Contract Administration Division.

1.5 EXAMINATION OF BID DOCUMENTS AND SITE

- A. If a bidder objects on any grounds to any bid specification or legal requirement imposed by this Specification, the bidder shall, not more than ten calendar days after this Contract is advertised, provide written notice to Contract Administration Division setting forth with specificity the grounds for the objection. The failure of a bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.
- B. Before submitting a Bid, Bidder shall carefully examine the Bid Documents, visit the Site, 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.
- C. 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 Department of 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.
- D. 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 Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception; and
 3. the Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work.

1.6 INTERPRETATIONS AND ADDENDA

- A. 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 (Document 00200/QBD) attached to this Document and submit the same to the Project Engineer/Architect.
- B. If the response to a QBD is not already contained in the current Bid Documents and resolution of the question is considered necessary by the City, then the City will, time permitting, issue a written response in the form of an Addendum to all Bidders of record.
1. Only responses contained in an Addendum will be binding.
 2. The City will not be responsible for oral explanations or interpretations of the Bid Documents.
- C. 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 products, Bidders shall submit the QBD form accompanied by a Request for Product Substitution form (Document 00498) together with required supporting documentation.
1. The burden of proof of the merit of the proposed substitute item is upon the Bidder.
 2. The City's decision of approval or disapproval of a proposed substitute item will be final.
 3. If the City approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
- D. Questions or requests for substitution received less than 10 days prior to the date of receiving Bids may not be answered.

- E. A pre-bid conference will be held at the place and no later than the date and time specified in the Advertisement for Bids for discussion of the Contract Documents and specific project requirements, and the City's affirmative action and surety bond programs. The City's representatives will be present at the pre-bid conference to receive questions. Subsequently, an Addendum incorporating the City's responses to questions or QBDs will be issued, if deemed necessary by the City.
- F. 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 required as one of the good faith steps.

1.7 BID SECURITY

- A. A bid security, in an amount equal to 10 percent of the total Bid Price, shall be submitted with each Bid.
- B. The bid security may be in the form of a notarized corporate surety bond, a certified check payable on sight to the City and County of San Francisco, or an irrevocable 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 section 6.21.A.4.
- C. A notarized Bid Bond form (Document 00430) shall be submitted unless the Bid is accompanied by a certified check or irrevocable letter of credit.

1.8 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to section 6.21.A.9 of the San Francisco Administrative Code, Bidder must submit on the Subcontractor List form attached to the Bid forms (refer to Document 00435) 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 Subcontractor List form with its Bid.
- B. Bidder shall list on the Bid Form its current contractor license number and San Francisco business tax registration certificate number, and list on the Subcontractor List form the current contractor license number and San Francisco business tax registration certificate number for each Subcontractor listed. If the apparent low Bidder fails to list such registration numbers, the apparent low Bidder shall furnish such numbers when the Contract is awarded.
- C. Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification form (Document 00460) certifying its intention to comply with section A7.204 of the San Francisco Charter and section 6.22E of the San Francisco Administrative Code.
- D. Pursuant to section 6.22(N) of the San Francisco Administrative Code Bidder shall complete and submit with its Bid a Certificate of Bidder Regarding Apprenticeship Training Program form (Document 00465).

1.9 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. Bidder shall complete and submit with its Bid the Certification of Bidder Regarding Debarment and Suspension form (Document 00482).
- B. Bidder further agrees by submitting this Bid that it will require its subcontractors, lower-tier subcontractors and suppliers to complete and submit to the City within 10 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 (Document 00494) for lower tier covered transactions of \$25,000 or more.
- C. Bidder agrees by submitting this Bid that, should the Contract be entered into, it 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.

1.10 LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM

- A. Bidders' attention is directed to the City's Employment and Subcontracting requirements for this Contract as specified in HRC Attachment 1 and in accordance with Chapter 14B. Refer to the following HRC website to download a copy of HRC Attachment 1: www.sfgov.org/sfhumanrights.
- B. Subcontracting goal requirements under Chapter 14B shall apply to this Contract. Refer to Supplementary Instructions to Bidders: Local Business Enterprise (LBE) Program (Document 00211) for more details.

1.11 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

- A. Bidder shall acknowledge receipt of all Addenda by completing the Acknowledgment of Receipt of Addenda form (Document 00432) attached to the Bid Form.

1.12 BID FORM

- A. The Bid shall be made on the Bid Form (Document 00400), which may include Schedule of Bid Prices for unit price bid items, as applicable.

1.13 SUBMISSION AND OPENING OF BIDS

- A. Bids shall be submitted at 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. No Bids received after the specified date and time will be accepted.

- B. Bidder shall fill in all blanks as appropriate on the Bid Form (Document 00400) and shall submit with its Bid the forms listed in the Bidding Forms Checklist (Document 00400/BCL) properly completed and executed as needed.
- C. Envelopes containing Bids shall be sealed, addressed to Director of Public Works, and designated as "Bid for AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP) (Department of Public Works Contract No. 2035D-3)." Envelopes shall bear the name and address of the Bidder.
- D. Bids that are mailed or sent by messenger service shall have the previously described envelope placed inside an envelope addressed as described in Paragraph A of this Article "Submission and Opening of Bids". It shall be Bidder's responsibility to see that Bids are sent in sufficient time to be received at that address and taken to the place of the Bid opening prior to the time specified in the Advertisement for Bids.
 - 1. Bids submitted to the City by facsimile transmission (faxed) will be rejected.
- E. Bids which 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.
- F. All Bid data, except signatures, shall be typed or printed legibly in ink. Mistakes may be crossed out and corrections inserted adjacent, with each correction initialed in ink by the signer of the Bid.
- G. 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.
- H. Bids will be opened and read in public; 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.

1.14 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 (Document 00490) and as described below.
- B. Within 10 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 (Document 00494) 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 (Document 00495) completed by each subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade
- C. Refer to Supplementary Instructions to Bidders: Local Business Enterprise (LBE) Program (Document 00211) for additional HRC submittal requirements after bid opening.
- D. Refer to Document 00212 - Escrow Bid Documents for additional submittal requirements after Bid opening.
- E. Requests For Product Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution, said Bidder must make such request no later than 10 calendar days following the date of the Award. Requests shall be granted or denied at the City's sole discretion. Refer to Document 00498 and Specifications Section 01630.
1. The completed Requests for Product Substitution form shall be submitted to the Project Engineer/Architect.

1.15 WITHDRAWAL OR REVISION OF BID

- A. Any Bid may be withdrawn or revised prior to the scheduled time for the receipt of Bids. Those Bids not withdrawn prior to the scheduled time for receipt of Bids shall not be withdrawn for a period of 90 days thereafter.

1.16 BID PROTESTS

- A. Bidder may file a protest with the City against another Bidder or Bidder's subject to the provisions of this Article "Bid Protests." The procedures and time limits set forth in this Article "Bid Protests" are mandatory and are the Bidders' 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.
- B. A protest shall be governed by the following time limitations:
1. A 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. A copy of the protest with all supporting documentation shall be delivered concurrently by the protesting Bidder to all Bidders against whose Bids the protest is directed.
 2. The City will give the protested Bidders 5 working days to respond to the protest.
 3. All protests and responses or comments by opposing Bidders that are received after the time set forth herein will be rejected.
 4. The City will evaluate all protests and responses and issue a written decision on such protests, responses and other matters related to award of the Contract.

5. Protests not received within the time and in the manner specified will not be considered.
- C. Delivery of protest:
1. If a protest is mailed, the protesting Bidder 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 which objectively establish the date of receipt by the City.
 2. Telephoned protests will not be considered.
 3. Protests shall be transmitted to Contract Administration Division.
- D. Content of protest:
1. The protest document shall state the basis for the protest and provide supporting evidence.
 2. The protest shall refer to the specific portion of the Bid that forms the basis of the protest.
 3. The protest shall include the name, address, and telephone number of the person representing the protesting Bidder.
 4. 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.

1.17 AWARD OF CONTRACT

- A. In accordance with San Francisco Administrative Code chapter 6, no bid is accepted and no contract in excess of \$400,000 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.
- B. Pursuant to Charter section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.
- C. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid.
- D. The City will issue a written notification of award of the Contract to the successful Bidder.

1.18 CONTRACT SECURITY

- A. Article 10 of the General Conditions (Document 00700) 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.

1.19 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 (Document 00520), 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 (Document 00610), 2 original copies of each.
 3. Insurance certificates and endorsements, 2 original copies of each, including the following:
 - a. The Contract number "2035D-3" and Project title "AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)", the agent names and telephone numbers, and name the certificate holder as follows:

Contract Administration Division
Department of Public Works
875 Stevenson Street, Room 420
San Francisco, CA 94103
 - b. Name as additional insured the parties as specified in Document 00805, Article "Insurance for Others".
 - c. If the standard Acord form is used, delete the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".
 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 of Status as Signatory to Apprenticeship Program or Proof of Payment:
 - 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 (Document 00465), 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 (Document 00495), successful Bidder shall submit written proof of each such subcontractor's status as a signatory.
 - c. Successful Bidder and/or its subcontractor(s) 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.

- 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.
- C. Failure to deliver to the Department of 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.

END OF DOCUMENT

DOCUMENT 00200/QBD

QUESTIONS 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: AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)

Contract No. 2035D-3 (ID No. OCM11028)

To: Bureau of Street-Use and Mapping
 875 Stevenson Street, Room 460
 San Francisco, CA 94103
 Tel: 415-554-5797 Fax: 415-554-5843
 Attention: Robert Quan
 Email: Robert.Quan@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 QUESTIONS	
Company Name: _____	Date _____
Contact Name: _____	Tel: _____
Title: _____	Fax: _____
<i>Check One Only (Use separate form for each specifications and drawing question.)</i>	
<input type="checkbox"/> Spec. Section: _____	Paragraph(s): _____
<input type="checkbox"/> Drawing Sheet: _____	Detail(s): _____
<i>Question:</i>	

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.	
<i>Reply:</i>	
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.

DOCUMENT 00211

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: LOCAL BUSINESS ENTERPRISE (LBE)
PROGRAM

1.1 HUMAN RIGHTS COMMISSION BIDDING REQUIREMENTS

- A. **This Contract is subject to the latest amendments to Chapter 14B of the San Francisco Administrative Code which took effect on March 12, 2010.**
- B. Bidders' attention is directed to the City's Employment and Subcontracting requirements for this Contract as specified in HRC Attachment 1. Refer to the following HRC website to download a copy of HRC Attachment 1: www.sfgov.org/sfhumanrights.
- C. All references to Section 14B in this document shall mean the Sections in Chapter 14B of the San Francisco Administrative Code.
- D. To be eligible for award of the Contract, each Bidder must comply with all applicable requirements of the San Francisco Human Rights Commission ("HRC").
- E. Copies of the LBE certification applications and the listing of HRC-certified LBEs can be obtained from the above HRC website, or at:

Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102-4908
(415) 252-2500

1.2 LBE CERTIFICATION

- A. The San Francisco Human Rights Commission 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 goal for this Contract is **23 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:
9% MBE; 5% WBE; 9% 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 Human Rights Commission certified Small-LBEs and Micro-LBEs can be utilized to comply with the subcontracting goals. Bidders shall not use SBA-LBEs to meet the subcontracting goal.
- 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 and employment goals established under the provisions of Part IV of HRC Attachment 1.
- D. Bidders are reminded that when purchasing manufactured equipment, LBE credit to meet subcontracting goals will be calculated as follows:
 - 1. If any of the equipment listed in subparagraph (4) below is manufactured by and purchased from an HRC certified LBE manufacturer the entire amount of the purchase order regardless of who does the installation will be credited towards meeting the LBE subcontracting participation goal. Any such LBE manufacturer must be listed on Document 00435 (HRC Form 2A). If no equipment is listed under subparagraph (4) below, Bidder shall identify in its 00435 Subcontractor List 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 HRC Attachments 1 if any of the equipment listed in subparagraph (4) below is purchased from an HRC certified LBE supplier only 5% of the purchase price of the equipment will be credited towards meeting the LBE subcontracting participation goal. 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 Document 00435 (HRC 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 HRC certified LBE which has been listed on Document 00435 (HRC 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 HRC 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 2% bid discount shall apply to any bid from a SBA-LBE. The 2% 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 HRC Form 2B for more details.
- B. Exception: Bidders who demonstrate that their total LBE participation exceeds by **35%** the subcontracting goal 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. For this Contract, the total LBE participation for which the exception applies (LBE goal plus 35% of LBE goal) is equal to **31.05%**.
- 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;

1.6 HRC BIDDING FORMS

- A. Submit the following form with the Bid, including supporting documentation for Items 2 and 4 of the Form (refer to HRC 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 HRC Forms to HRC Compliance Officer:
 - 1. Supporting documentation for Form 2B, Items 5 and 6.
 - 2. FORM 3: HRC Non-Discrimination Affidavit.
 - 3. FORM 5: HRC Employment Form.
 - 4. FORM 6: HRC LBE Subcontractor Participation Affidavit.
 - 5. FORM 6A: HRC LBE Trucking Form.
- C. Failure to submit properly completed HRC Bid forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

1.7 SURETY BOND PROGRAM

- A. Bidders are alerted to the City's surety bond 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 contact Nancy Owens at (415) 217-6578.

END OF DOCUMENT

DOCUMENT 00212

ESCROW BID DOCUMENTS

1.1 SUMMARY

- A. Escrow bid documents shall be placed in escrow by the City for the duration of the Contract.
- B. After award of the Contract, Escrow Bid Documents shall be opened and examined only in the presence of authorized representatives of the City and Contractor in the event of protests, disputes, claims or negotiations for Contract Sum adjustments.

1.2 DEFINITION

- A. Escrow Bid Documents: Originals of all documentary information generated in preparation of the Bid to be placed in escrow after 1) notification by the City that Bidder has submitted the lowest responsive Bid, and 2) after the award of the Contract excepting Bid Documents provided by the City.

1.3 REQUIREMENTS

- A. The low Bidder shall submit a set of Escrow Bid Documents accompanied by a signed Escrow Bid Documents Declaration form (refer to Document 00496) that includes detailed information such as quantity takeoffs, subcontractors' and suppliers' bid quotations, etc., that was used to prepare its bid within 10 working days after the City notifies the Bidder that it is the low Bidder. A second complete set of Bid Escrow Documents shall be submitted by the low Bidder accompanied by a signed Escrow Bid Document Declaration form within 10 working days after receiving notification of the award of contract that details the complete documentation and manner in which the Bidder and its subcontractors and suppliers shall perform the contract as follows:
 - 1. Submit Escrow Bid Documents in a sealed container clearly marked on the outside with the Bidder'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."
 - 2. Attach the Escrow Bid Documents Declaration form (Document 00496), executed by an individual authorized by the Bidder to execute the Bid.
 - 3. Make appointment and deliver Escrow Bid Documents in person by an authorized representative of Bidder to:

Bureau Chief, Bureau of Construction Management
Department of Public Works
City and County of San Francisco
1680 Mission Street, 4th Floor
San Francisco, CA 94103
 - 4. At the time of submission, the City shall assign staff to inspect the contents of the Bid Escrow Documents, witnessed by the Bidder, to verify the contents of the Bid Escrow Documents before the container is resealed.

- B. Additionally, any other Bidder shall submit promptly Escrow Bid Documents if requested by the City as a condition of the award of the Contract.
 - 1. A Bidder who fails to submit the required Bid documentation in a timely manner or who submits incomplete documents may be deemed non-responsive and its Bid may be rejected. The City reserves the right to examine Bid documentation to verify completeness.
 - 2. At the discretion of the City, apparent low Bidder who is deemed non-responsive shall forfeit the amount of its Bid bond or certified check, and consideration for Contract award shall pass to the responsible Bidder who submits the next lowest responsive Bid.

- C. The first submission, after the City notifies Bidder that it is the low Bidder, shall identify in the Escrow Bid Documents all Contract costs included in Bidder's Bid prices, including the costs of its subcontractors and suppliers. 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 markup, as applicable, are properly allocated.

- D. The second submission, after the City notifies Bidder that it has been awarded the contract, shall include Escrow Bid Documents in customary cost estimating format and within the following guidelines.
 - 1. Use the language (i.e., English) of the specifications.
 - 2. Clearly itemize the estimated costs of performing the work of each Bid item contained in the Schedule of Bid Prices.
 - 3. Separate Bid items into sub-items as required to present a detailed cost estimate and to allow a detailed cost review.
 - 4. Include all quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, memoranda, narratives, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in its Bid.
 - 5. Break down estimated costs into the customary estimating categories, such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs, as appropriate.
 - 6. Include direct costs of plant and equipment and indirect costs, contingencies, markup and other items allocated to each Bid item.

1.4 PROJECT CONDITIONS

- A. Contractor and the City mutually agree that nothing in the Escrow Bid Documents shall change or modify the terms or 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 protests, disputes, and claims.

- B. Escrow bid documents are, and shall always remain, the property of Contractor and subject to review if mutually agreed 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.

- C. 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.

1.5 EXAMINATION

- A. The Escrow Bid Documents will be examined at any time during the Contract deemed necessary by the City and Contractor in the following situations:
 - 1. To ensure that the Escrow Bid Documents are legible and complete.
 - 2. To assist in the negotiation of price adjustments and Change Orders or 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.
 - 2. Access to the documents may take place only in the presence of duly designated representatives of both the City and 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.
- D. If all documentation required under the preceding Article 1.3 "Requirements" has not been included in the original submittal, Contractor shall submit additional documentation as requested by the City.
 - 1. If Contractor's Total Bid Price is based upon subcontracting any part of the work, provide Escrow Bid Documents for each subcontractor required to be listed in accordance with section 4104 of the California Public Contract Code.
 - 2. The City reserves the right to require Contractor to submit Escrow Bid Documents from the proposed subcontractor before a subcontract is approved for any portion of the work subcontracted after award of the Contract.
 - 3. Revise the detailed breakdown of estimated costs to reconcile with the additional documentation requested, if required by the City.

1.6 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 and final settlement of all pending claims has been achieved.

END OF DOCUMENT

DOCUMENT 00400/BCL

BIDDING FORMS CHECKLIST

To be submitted with Bid for:

**AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)
(Department of Public Works Contract No. 2035D-3)**

- A. Each Bidder shall submit with its Bid the following forms, properly completed and executed:
- Executed Bid Form (Document 00400), with contractor's license number and expiration date.
 - Bid security equal to 10% of the Bid (Document 00430).
 - Acknowledgment of Receipt of Addenda (Document 00432).
 - Subcontractor List (Document 00435).
 - Bidder's Qualifications Statement (Document 00450).
 - CityBuild/First Source Referral Program Certification (Document 00457).
 - Highest General Prevailing Rate Certification (Document 00460).
 - Certificate Of Bidder Regarding Apprenticeship Training Program (Document 00465).
 - Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits (Document 00470).
 - Non-collusion Affidavit (Document 00480).
 - Certification of Bidder Regarding Debarment and Suspension (Document 00482).
 - FORM 2B: "Good Faith Outreach" Requirement Form, and supporting documentation for Items 2 and 4 of the Form.
- B. Envelopes containing Bids shall be sealed, addressed to Director of Public Works, and designated as "Bid for AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP) (Department of Public Works Contract No. 2035D-3)". Envelopes shall bear the name and address of the Bidder.
- C. The Director of the Department of 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 at **875 Stevenson Street, Room 420, San Francisco, California 94103**, no later than the date and time specified in the Advertisement for Quotations, or as subsequently specified if changed by Addendum.

END OF DOCUMENT

DOCUMENT 00400

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:

AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)
 (Department of Public Works Contract No. 2035D-3)

the undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to said 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 described on the attached Documents and certifies that statements contained in such Documents are true and correct:

<i>Document No.</i>	<i>Title</i>
00432	Acknowledgment of Receipt of Addenda
00435	Subcontractor List
00450	Bidder's Qualifications Statement
00457	CityBuild/First Source Referral Program Certification
00460	Highest General Prevailing Rate Certification
00465	Certificate of Bidder Regarding Apprenticeship Training Program
00470	Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits
00480	Non-collusion Affidavit
00482	Certification of Bidder Regarding Debarment and Suspension

The undersigned acknowledges that he or she has read and agrees to these documents (initial): _____



**INITIAL
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 herewith attached, as required by law, bid security in accordance with the Document 00200 - Instructions to Bidders, Article "Bid Security".

LOCAL BUSINESS ENTERPRISE PARTICIPATION AND NON-DISCRIMINATORY EMPLOYMENT PRACTICES: Provisions of chapters 12B and 14B (including their implementing Rules and Regulations) of the San Francisco Administrative Code 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.	Item Description	Estimated Quantity	Unit*	Unit Price	Extension
Sidewalk Inspection and Repair					
R-1	3-1/2 Inch Thick Concrete Sidewalk with 25% Minimum Recycled Aggregate	100,000	SF	\$	\$
R-2	Concrete Curb With 15% Minimum Recycled Aggregate	5,000	LF	\$	\$
R-3	Common Excavation and Backfilling	35	CY	\$	\$
R-4	Side Sewer Vent Cover	75	EA	\$	\$
R-5	Side Sewer Vent Frame, Cover, & Surrounding Sidewalk to Nearest Joint Line	75	EA	\$	\$
R-6	Tree Trimming for Trees 8 Feet to 14 Feet High	75	EA	\$	\$
R-7	Tree Trimming for Trees 14 Feet to 20 Feet High	75	EA	\$	\$
R-8	Tree Trimming for Trees Greater than 20 Feet High	75	EA	\$	\$
R-9	Tree Root Pruning	3,500	SF	\$	\$
R-10	Tree Stump Grinding	50	EA	\$	\$
R-11	Hedge Trimming for Vegetation Less than 8 Feet High x 6 Feet Wide	75	EA	\$	\$
R-12	Hedge Trimming for Vegetation 8 Feet to 14 Feet High x 6 Feet Wide	50	EA	\$	\$

Bid Item No.	Item Description	Estimated Quantity	Unit*	Unit Price	Extension
R-13	Hedge Trimming for Vegetation Greater than 14 Feet High x 6 Feet Wide	25	EA	\$	\$
R-14	Removal of Metal or Concrete Tree Grate and Guard	25	EA	\$	\$
R-15	Sidewalk Demolition and Excavation Only, No Pour Back	500	SF	\$	\$
R-16	Removal of Bricks in Tree Basin Including Backfill	25	EA	\$	\$
R-17	Removal and Replacement of Damaged Utility Box Including Sidewalk Reconstruction to the Nearest Joint Line	275	EA	\$	\$
R-18	Replacement of Utility Box Cover	75	EA	\$	\$
R-19	Standard Curb Ramp with Detectable Surface Tiles	50	EA	\$	\$
R-20	Nonslip Coating for Metal Cover	100	SF	\$	\$
R-21	Salvage and Recycle Excavated Cobblestones	200	EA	\$	\$
R-22	Salvage and Recycle Excavated Granite Curbs	100	LF	\$	\$
Sidewalk Landscaping					
L-1	Top Soil (to Mix with Native Soil, Fill Planting Pits, and Fill Planting Bed to Desired Level)	10	CY	\$	\$
L-2	Mulch: Option 1 - 2-Inch Decomposed Granite	10	SF	\$	\$
L-3	Mulch: Option 2 - 2-Inch Bark Chips	10	SF	\$	\$
L-4	Mulch: Option 3 - 3-Inch Stone Mulch	10	SF	\$	\$
L-5	Planting: Fog Belt Zone, Sunny, Option 1, 4x6	2	EA	\$	\$
L-6	Planting: Fog Belt Zone, Sunny, Option 1, 3x4	2	EA	\$	\$
L-7	Planting: Fog Belt Zone, Sunny, Option 2, 4x6	2	EA	\$	\$
L-8	Planting: Fog Belt Zone, Sunny, Option 2, 3x4	2	EA	\$	\$
L-9	Planting: Fog Belt Zone, Shade, Option 1, 4x6	2	EA	\$	\$
L-10	Planting: Fog Belt Zone, Shade, Option 1, 3x4	2	EA	\$	\$
L-11	Planting: Fog Belt Zone, Shade, Option 2, 4x6	2	EA	\$	\$

Bid Item No.	Item Description	Estimated Quantity	Unit*	Unit Price	Extension
L-12	Planting: Fog Belt Zone, Shade, Option 2, 3x4	2	EA	\$	\$
L-13	Planting: Sun Belt Zone, Sunny, Option 1, 4x6	2	EA	\$	\$
L-14	Planting: Sun Belt Zone, Sunny, Option 1, 3x4	2	EA	\$	\$
L-15	Planting: Sun Belt Zone, Sunny, Option 2, 4x6	2	EA	\$	\$
L-16	Planting: Sun Belt Zone, Sunny, Option 2, 3x4	2	EA	\$	\$
L-17	Planting: Sun Belt Zone, Shade, Option 1, 4x6	2	EA	\$	\$
L-18	Planting: Sun Belt Zone, Shade, Option 1, 3x4	2	EA	\$	\$
L-19	Planting: Sun Belt Zone, Shade, Option 2, 4x6	2	EA	\$	\$
L-20	Planting: Sun Belt Zone, Shade, Option 2, 3x4	2	EA	\$	\$
L-21	Courtesy Strip in Edge Zone: Option 1 - Concrete Paving	10	SF	\$	\$
L-22	Courtesy Strip in Edge Zone: Option 2 - Decomposed Granite	10	SF	\$	\$
L-23	Courtesy Strip in Edge Zone: Option 3 - Unit Pavers on Aggregate Base	10	SF	\$	\$
L-24	Edge Treatment: Option 1 - Precast Concrete Blocks	10	LF	\$	\$
L-25	Edge Treatment: Option 2 - Cast-in-Place Concrete Curb	10	LF	\$	\$
L-26	Edge Treatment: Option 3 - Brick or Concrete Pavers Mortared in Place	10	LF	\$	\$
L-27	Edge Treatment: Option 4 - Stone Cobbles Mortared in Place	10	LF	\$	\$
L-28	Tree Selected from List, 15-Gallon with Staking	2	EA	\$	\$
L-29	Filter Fabric	100	SF	\$	\$
TOTAL BID PRICE (summation of Bid Items R-1 through L-29 above):					\$

*Note: LS = Lump Sum; EA= Each; LF = Linear Feet; SF = Square Feet; 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.

Furthermore, Bidder acknowledges that the Sidewalk Landscaping Bid Items L-1 through L-29 are included in the Schedule of Bid Prices with minimal quantities for bidding purposes only. The amount

DOCUMENT 00430

BID BOND

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:

AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)

(Department of Public Works Contract No. 2035D-3)

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 DOCUMENT

DOCUMENT 00432

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 Robert Quan, Bureau of Street-Use and Mapping, City and County of San Francisco, Department of Public Works, 875 Stevenson Street, Room 460, San Francisco, CA 94103, telephone 415-554-5797.

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 (Document 00400) shall also constitute signature of this form and Bidder acknowledges that information provided above is true and correct.

END OF DOCUMENT

DOCUMENT 00435 (HRC FORM 2A)

SUBCONTRACTOR LIST

Bidder shall provide the requested information for each subcontractor who shall perform in excess of 1/2 of 1% of the Total Bid Price. If this project involves the construction of streets, highways, or bridges, Bidder shall provide the information for each subcontractor who shall perform in excess of 1/2 of 1% of the Total Bid Price, or \$10,000, whichever is greater. Under San Francisco Administrative Code section 6.21A(9) and California Public Contract Code section 4104, failure to provide at a minimum the name, location of the place of business, and the portion of work to be performed by each such subcontractor may render the bid nonresponsive or the Bidder unqualified to perform the work under this Contract. Bidders may provide license numbers or additional identifying information within 24 hours of the time bids are received. Where the City cannot identify a subcontractor with the information provided by a Bidder or where conflicting information is provided, the City may consider the subcontractor unlisted for purposes of Public Contract Code section 4106.

Bidder shall also list all LBE subcontractors and suppliers, including the respective subcontract dollar amounts for each, in order to receive participation credit toward the LBE participation goal. Failure to include this information with the Bid may result in a determination that the Bidder has not met the LBE participation goal and its bid is therefore nonresponsive. **Only Small-LBEs and Micro-LBEs shall be utilized to meet the subcontracting goal. SBA-LBEs shall not be used to meet the goal.**

Date	Name of Firm, Corporation, Partnership, or Joint Venture	LBE Goal: 23%
------	----------------------------------------------------------	----------------------

TOTAL PERCENTAGE OF LBE PARTICIPATION CLAIMED BELOW: _____ %
 To be exempted from Good Faith Efforts, above LBE Participation must exceed
 35% of Goal = 31.05%

EXCEEDS GOAL BY 35%? <input type="checkbox"/> Yes <input type="checkbox"/> No

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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

* 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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

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		
3. ADDRESS		
4. BID ITEMS/PORTION OF WORK		
5. PHONE NO.	6. VENDOR NO.	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*	13. IF LBE, ENTER ABOVE AMT. AS % OF BASE BID AMOUNT: %

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

END OF DOCUMENT

DOCUMENT 00450

BIDDER'S QUALIFICATIONS STATEMENT

Pursuant to San Francisco Administrative Code section 6.21.A.7 Bidder submits the following information as to experience and financial qualifications with its Bid. Failure to submit a completed Bidder's Qualifications Statement form may cause Bidder to be non-responsive and its Bid may be rejected. No award will be made until a complete Bidder's Qualifications Statement is provided to the City.

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 DESCRIPTION:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
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 DESCRIPTION:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
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:		

(c)

PROJECT DESCRIPTION:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
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:		

(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 Qualifications Statement form is part of the Bid. Signing the Bid Form shall also constitute signature of this form.

END OF DOCUMENT

DOCUMENT 00457

CITYBUILD/FIRST SOURCE REFERRAL PROGRAM CERTIFICATION

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will participate in the CITYBUILD/First Source Referral Program, as set forth in Contract Document 00820 and San Francisco Administrative Code Chapter 83.

The CITYBUILD Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development ("OEWD") administers the CITYBUILD Referral Program by working with State-certified education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CITYBUILD Referral Program is to fill every hiring opportunity with a CITYBUILD Referral who is trained and prepared to enter the construction industry workforce.

Upon award of a public work contract to a Contractor, the Contractor shall be required to make good faith efforts to provide hiring opportunities, when available, to CITYBUILD referrals. Contractor must notify OEWD of available hiring opportunities within 30 days of the date of award (Document 00820 Form 1) and must develop a hiring plan for the project (Document 00820 Form 2).

The Contractor must coordinate its efforts with OEWD. Bidders may find more information at the OEWD Website: www.oewd.org/citybuild.aspx or by calling the CITYBUILD General Information Line at: 415-401-4889.

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 DOCUMENT

DOCUMENT 00460

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 and San Francisco Administrative Code section 6.22E.

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 to the City and County of San Francisco of back wages plus fifty dollars (\$50) per day for each person not receiving the required wage, 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 and San Francisco Administrative Code section 6.22E, 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 DOCUMENT

DOCUMENT 00465

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 Document 00200 a completed and signed Certificate of Subcontractor Regarding Apprenticeship Training Program form (Document 00495). I acknowledge that, for subcontractor(s) who declare on said Document 00495 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 DOCUMENT

DOCUMENT 00470

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 Human Rights Commission ("HRC") 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 HRC-12B-101 and all required documentation to the HRC seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the HRC. Bidder agrees to resolve all non-compliance through conciliation with HRC as a condition precedent to award of the Contract. If the HRC 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 HRC-12B-101 and all required documentation within 10 working days after the date of Bid opening. If the HRC 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 HRC-12B-101 is available from the HRC, 25 Van Ness Avenue, Suite 800, San Francisco 94102-6033, telephone (415) 252-2528 and posted on the Web at <http://www.sfgov.org/site/sfhumanrights>. Compliance with the requirements of Chapter 12B is a condition precedent to receiving a contract. Non-compliant Bidders are advised to submit Form HRC-12B-101 and accompanying documentation to the HRC 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 DOCUMENT

DOCUMENT 00480

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 DOCUMENT

DOCUMENT 00482

CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION*

I, _____, by signing the attached Bid Form, under penalty of perjury, hereby certify that, except as noted below, that my principals and I:

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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 DOCUMENT



FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form must be completed and submitted with the Bid EVEN IF the LBE subcontracting goal has been met (Section 14B.8 of the San Francisco Administrative Code).

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 subcontracting participation goal 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 HRC ATTACHMENT 1, SECTION 1.02B.**

Does your bid demonstrate that you have exceeded the established LBE subcontracting participation goal 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 HRC. If the HRC determines that bidder did not exceed the LBE subcontracting participation goal 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 participation goal.*

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 MUST BE SUBMITTED WITH THE BID. SUPPORTING DOCUMENTATION FOR ITEMS 5 AND 6 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 HRC website: http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm*

A Bidder must achieve at least 80 points, as determined by HRC, 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.

<p>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.</p>	<p><input type="checkbox"/> Yes (15 Points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>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 enclose a copy of the advertisement with your Bid. The advertisement must provide LBEs with adequate information about the plans, specifications, and requirements for the work. 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><input type="checkbox"/> Yes (10 Points)</p>	<p><input type="checkbox"/> No (0 Points)</p>



<p>3. Did your firm identify and select trades (as categorized in HRC's LBE Directory) to meet the LBE subcontracting goal? If so, please identify the trades below:</p> <p>_____</p> <p>_____</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 firm, 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 HRC 5-day submittal package, documentation (i.e. phone logs, emails, faxes and/or etc.) to verify that follow-up contacts were made.</u></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 that expresses interest in being a subcontractor to the Bidder/supplier.</p>	<p><input type="checkbox"/> Yes (Up to 20 Points)</p>	<p><input type="checkbox"/> No (0 Points)</p>



-
6. The apparent low Bidder shall submit the following documentation with its HRC 5-Day Submittal Package:
- (1) Copies of all written bids submitted, including those from non-LBEs;
 - (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
 - (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.

Pursuant to Section 14B.8(D) 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: _____

DOCUMENT 00490

SUPPLEMENTARY BIDDING FORMS CHECKLIST

To be submitted after bid opening for:

**AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)
(Department of Public Works Contract No. 2035D-3)**

- 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 to the HRC Compliance Officer the following HRC forms, completed and properly signed:

- FORM 3: HRC Non-Discrimination Affidavit.
- FORM 5: HRC Employment Form.
- FORM 6: HRC LBE Subcontractor Participation Affidavit.
- FORM 6A: HRC LBE Trucking Form.

Submit above forms to: Selormey Dzikunu, Human Rights Commission, 30 Van Ness Avenue, 5th Floor, San Francisco, CA 94102

- B. Within **10 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 forms:

- Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension (Document 00494), 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 (Document 00495).
- Escrow Bid Documents Declaration (Document 00496) including a set of Escrow Bid Documents in a sealed container in accordance with Document 00212 - Escrow Bid Documents.

Submit above forms to: Contract Administration Division, Department of Public Works, 875 Stevenson Street, Room 420, San Francisco, California 94103

END OF DOCUMENT



FORM 3: HRC 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. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the HRC 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.
3. 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: _____



SECTION 3.

I will ensure that my firm complies fully with the nondiscrimination provisions of Chapter 12B of the San Francisco Administrative Code.

I acknowledge and am hereby advised that upon a finding of non-compliance with the nondiscrimination provisions of Chapter 12B, the City is authorized to impose penalties which may include financial penalties and disqualification from providing goods and services to the City and County of San Francisco for a period not to exceed two (2) years.

I declare that the above information is true and accurate and swear under penalty of perjury under the laws of the State of California.

Owner/Authorized Representative (Signature)

Name of Firm

Name and Title (Print)

Date



FORM 6: HRC 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 HRC 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 General Contractor: _____

Name of Subcontractor or Supplier: _____

License #: _____ Scope of work: _____

1. _____ verify that _____ bid to
Name of Owner/Representative Firm
the above referenced General Contractor for subcontracting work in the amount of \$ _____ and have
been offered a sub-contract 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: Certified by the HRC Not Certified by the HRC.

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.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Date

Phone



FORM 6A: HRC 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 HRC 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 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 OWNER OPERATORS

List below HRC certified LBE owner operators 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

DOCUMENT 00494

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 10 working days after date of the City's notification of the lowest Bidder to: Contract Administration Division, Department of Public Works, 875 Stevenson Street, Room 420, San Francisco, California 94103.

END OF DOCUMENT

DOCUMENT 00496

ESCROW BID DOCUMENTS DECLARATION

Apparent low Bidder shall submit this form with escrow bid documents within 10 working days after the City notifies the Bidder that it is the low Bidder; refer to Document 00212.

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, that I have personally examined these contents and have found that this Bid documentation is complete and constitutes all written information used in the preparation of my Bid, and that no other documentation is known to me which is necessary to consider in resolving disputes or claims.

Signature of Bidder or Authorized Representative

Title

Bidder's Name

Date

Note: Make appointment and deliver Escrow Bid Documents in person by an authorized representative of Bidder to:

Bureau Chief, Bureau of Construction Management
Department of Public Works
City and County of San Francisco
1680 Mission Street, 4th Floor
San Francisco, CA 94103

END OF DOCUMENT

DOCUMENT 00498

REQUEST FOR PRODUCT SUBSTITUTION (RFPS)

In accordance with California Public Contract Code Section 3400, Contractor will be provided a period of 10 calendar days after the date of Award for submission of data substantiating a request for a substitution with an "or equal" item. Refer to Division 1 for requirements for requesting substitutions. *Submit this completed form to Project Engineer/Architect.*

Contract No.: _____ RFS No. _____
Project Name: _____
Submitted By: _____ Date: _____
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

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

Reason for not providing specified item: _____

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

Proposed substitution affecting other parts of Work: No Yes: explain

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

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

Proposed substitution changes Contract Time: No Yes:
Add/Deduct _____ calendar days.

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 DOCUMENT

DOCUMENT 00520

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this _____ day of _____
 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
 Department of 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:

AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)
(Department of Public Works Contract No. 2035D-3)

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 - WORK

- 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 (Document 00700). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Document 00700).
- 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.

1.03 Compliance with Laws.

- 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 and regulations in any manner affecting 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. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. The Work shall be Substantially Complete within _____ 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 (Document 00700) within _____ consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 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 (Document 00700). 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 Document 00802 (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 (Document 00400):

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance specified.
4. Selected additive/deductive Alternate Bid Items.

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 Department of Public Works, City and County of San Francisco, Bureau Chief, Bureau of Construction Management,

1680 Mission Street, 4th Floor, San Francisco, CA, 94103.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus 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 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and General Conditions (Document 00700) Article 3, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Document 00805, 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, damages, actions, losses and liabilities 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 or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents (Document 00805). This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in wilful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsible and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

7.01 The Contract Documents and any other agreements between the Parties relating to the Project 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 this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

ARTICLE 8 – GOVERNING LAW AND VENUE

- 8.01 Governing Law. 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.
- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

ARTICLE 9 – DISPUTE REVIEW BOARD

9.01 Not applicable.

ARTICLE 10 – NOTICES TO PARTIES

10.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: [Insert name or title of department contact person, name of department, mailing address, e-mail address and fax number.]

To CONTRACTOR: [Insert name of Contractor, mailing address, e-mail address and fax number]

- 10.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 10.03 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 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY

- 11.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

ARTICLE 12 – TERMINATION

- 12.01 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 (Document 00700).

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 including in Document 00822, 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: _____

Title

Approved as to form:
DENNIS J. HERRERA
City Attorney

BY: _____
Director of Public Works

By: _____
Deputy City Attorney

APPROVED:

City Administrator

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND & PAYMENT (LABOR AND MATERIAL) BOND

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 AWARD OF FORMAL CONTRACT ORDER NO. _____, approved _____, 20__ for:

AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)
(Department of Public Works Contract No. 2035D-3)

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)

(PAYMENT BOND)

and

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 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 subcontractors, shall fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, then the surety of this Bond will pay for same, in an amount not exceeding the sum specified in this Bond, and in case suit is brought upon this Bond will also pay a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and state agencies, entitled to file claims under the provisions of California Civil Code section 3247 et seqitur.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or 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, alteration or addition to the terms of the Contract or to the Work 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 DOCUMENT

DOCUMENT 00621

SUBCONTRACTING REQUEST

Prior to starting Work to be subcontracted Contractor shall submit for the City's acceptance the following statement of the Work to be subcontracted, the names of subcontractors, suppliers and truckers and description and amount of Work to be subcontracted, and attesting that such subcontracting will conform to the requirements of the Contract Documents. Submit one completed Subcontractor Request for each subcontract under the Contract. Substitution or replacement of such subcontractors shall be made only when approved in writing by the City as set forth in California Public Contract Code section 4107.

Contract No. 2035D-3 Contract Title: AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP)

Contractor's Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

I certify that the following subcontracting conforms to the requirements of the Contract Documents and that executed subcontract(s) will incorporate applicable provisions of the Contract Documents in accordance with the requirements of Article 4 of the General Conditions.

Signature of Contractor's authorized representative: _____

Title: _____

Date: _____

Subcontractor Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Portion of Work or Bid Item, if applicable: _____

Percent of Portion or Bid Item Subcontracted: _____ % Amount of Subcontract: \$ _____

Percent of Portion or Bid Item performed by LBE joint venture partner, if applicable: _____ %

Describe Work if less than 100% of Portion or Bid Item is Subcontracted: _____

Subcontracting Type (check applicable boxes):

- Specialty; California specialty license: _____ expiration date: _____
 - Listed on Document 00435 Subcontractor List in accordance with California Public Contract Code section 4104 et seq.
 - HRC certified LBE; date certified as LBE: _____
-

Transmit to: City Representative; date transmitted: _____
 HRC Employment Compliance Officer; date transmitted: _____

END OF DOCUMENT

DOCUMENT 00630

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 City Hall, Room 348, 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102, 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 AS-NEEDED SIDEWALK INSPECTION AND REPAIR PROGRAM (SIRP) (Department of Public Works Contract No. 2035D-3) 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 _____, 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)

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 DOCUMENT

DOCUMENT 00700
GENERAL CONDITIONS (July 2010)
TABLE OF CONTENTS

<u>Article or Paragraph Number & Title</u>	<u>Page</u>
ARTICLE 1 - GENERAL.....	1
1.01 DEFINITIONS	1
1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS	4
1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS.....	4
1.04 AMENDMENT OF CONTRACT DOCUMENTS.....	5
1.05 PRECEDENCE OF CONTRACT DOCUMENTS.....	6
1.06 REUSE OF CONTRACT DOCUMENTS.....	6
ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS.....	6
2.01 ADMINISTRATION OF THE CONTRACT	6
2.02 INFORMATION AND SERVICES	6
2.03 RIGHT TO STOP THE WORK.....	7
2.04 RIGHT TO CARRY OUT THE WORK	7
2.05 AUDIT	7
2.06 NO WAIVER OF RIGHTS.....	8
ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES.....	8
3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS	8
3.02 SUPERVISION OF THE WORK.....	8
3.03 UNFORESEEN OR DIFFERING CONDITIONS	9
3.04 SUPERINTENDENTS.....	10
3.05 LABOR, MATERIALS AND EQUIPMENT.....	10
3.06 PERMITS, FEES AND NOTICES	10
3.07 RECORD DOCUMENTS	11
3.08 CONTRACTOR'S DAILY REPORT	11
3.09 PROGRESS AND SUBMITTAL SCHEDULES	11
3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	12
3.11 SUBSTITUTIONS	12
3.12 USE OF SITE	13
3.13 ACCESS TO WORK.....	13
3.14 CUTTING AND PATCHING.....	13
3.15 CLEANING UP AND REMOVING DEBRIS	13
3.16 ROYALTIES AND PATENTS.....	14
3.17 WARRANTY	14
3.18 TAXES.....	14
3.19 INDEMNIFICATION.....	15
ARTICLE 4 - SUBCONTRACTORS.....	15
4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK	15
4.02 SUBCONTRACTUAL RELATIONS	16
4.03 ASSIGNABILITY OF SUBCONTRACTS	16
4.04 SUCCESSORS AND ASSIGNS	16
ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS	16
5.01 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.....	16
5.02 COORDINATION	17

5.03 CLEAN UP RESPONSIBILITIES 17

ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK 18

6.01 GENERALLY 18

6.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS 18

6.03 CHANGE ORDER REQUESTS AND PROPOSED CHANGE ORDERS 18

6.04 CHANGE ORDERS 19

6.05 UNILATERAL CHANGE ORDERS 19

6.06 COST OF THE CHANGE ORDER WORK 20

6.07 FORCE ACCOUNT WORK 22

6.08 UNIT PRICE WORK 22

6.09 DELETED ITEMS 23

ARTICLE 7 - TIME 23

7.01 PROGRESS AND COMPLETION 23

7.02 DELAYS AND EXTENSIONS OF TIME 24

7.03 LIQUIDATED DAMAGES 27

ARTICLE 8 - INSPECTION AND CORRECTION OF WORK 28

8.01 UNCOVERING OF WORK 28

8.02 TESTS AND INSPECTIONS 28

8.03 CORRECTION OF NON-CONFORMING WORK 29

8.04 CORRECTION PERIOD 29

8.05 ACCEPTANCE OF NON-CONFORMING WORK 30

ARTICLE 9 - PAYMENTS AND COMPLETION 30

9.01 CONTRACT SUM 30

9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK 30

9.03 PROGRESS PAYMENTS 30

9.04 RETENTION 32

9.05 PAYMENT AUTHORIZATION 33

9.06 WITHHOLDING PAYMENT 33

9.07 PARTIAL UTILIZATION 34

9.08 SUBSTANTIAL COMPLETION 34

9.09 FINAL COMPLETION AND FINAL PAYMENT 34

ARTICLE 10 - INSURANCE AND BONDS 35

10.01 INSURANCE REQUIREMENTS 35

10.02 PERFORMANCE BOND AND PAYMENT BOND 35

ARTICLE 11 - LABOR STANDARDS 35

11.01 PREVAILING WAGES 35

11.02 CERTIFIED PAYROLLS 36

11.03 APPRENTICES 37

11.04 LABOR STANDARDS ENFORCEMENT 37

ARTICLE 12 - SAFETY 38

12.01 PRECAUTIONS AND PROGRAMS 38

12.02 PERSONS AND PROPERTY 38

12.03 SAFETY PERMITS 39

12.04 EMERGENCIES 39

ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS 39

13.01 NOTICE OF POTENTIAL CLAIM39
13.02 CONTRACT CLAIM39
13.03 GOVERNMENT CODE CLAIM41

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT41

14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE.....41
14.02 SUSPENSION BY THE CITY FOR CONVENIENCE.....42
14.03 TERMINATION BY THE CITY FOR CONVENIENCE42

END OF TABLE OF CONTENTS

THIS PAGE WAS INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS (July 2010)

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:** Refer to Document 00200.

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 Document 00520 for 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.

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 1 for procedures for proposing substitutions.

7. **Bid, Bid Documents:** Refer to Document 00200 – Instructions to Bidders.

8. **Bidding Requirements:** The Documents listed in Document 00010 (Table of Contents) under the heading "Bidding 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 and Documents 00430 and 00610 for Bond forms.

10. **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.

11. **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.

12. **Change Order Request (COR):** Refer to Paragraph 6.03.

13. **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.

14. **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 liaison between the City and Contractor shall be directed through the City Representative.

15. **Claim:** A written demand by Contractor for an adjustment in the Contract Sum or Contract Time, or both, which is submitted in accordance with the requirements of the Contract Documents. Refer to Paragraph 13.02.

16. **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.

17. **Code:** Code or codes in force under this Contract. Wherever reference is made to Code, that reference shall be construed to mean the codes, laws or orders specified in the Contract Documents.

18. **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 Document 00520.

19. **Contract:** Refer to "Agreement."

20. **Contract Documents:** Refer to Paragraph 1.02.

21. **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 Document 00520.

22. **Contract Time(s):** The number of successive days as stated in Document 00802 to: (i) achieve Substantial Completion and (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.

23. **Contracting Requirements:** Refer to Paragraph 1.02.

24. **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.

25. **CPM:** Refers to the critical path method scheduling technique.

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

27. **Default:** Refer to Paragraph 14.01.

28. **Deficiency List:** 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 9.07.

29. **Delivery:** In reference to an item specified or indicated shall mean to unload and store with proper protection at the Site. Refer to Paragraph 9.03 for delivery to another (off-Site) location.

30. **Department Head:** The contracting officer for the Contract (i.e., the General Manager of the San Francisco Public Utilities Commission, the Director of the Department of Public Works of the City and County of San Francisco, 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 Document 00520.

31. **Designated, Determined, Directed:** Required by the City, unless otherwise specified.

32. **Differing Conditions:** Refer to Paragraph 3.03.

33. **Division:** A grouping of sections of the Specifications describing related construction products and activities. Refer to Document 00010 – Table of Contents for a listing of Division and section numbers and titles.

34. **Document:** Refers to the sections and forms in Division 0. Refer to Document 00010 – Table of Contents for a listing of the Documents.

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.

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 has been fully performed, including all punch list items, and when all contractual and administrative requirements have been fulfilled.

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.

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:** Refer to Paragraph 1.02.

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

43. **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.

44. **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. It is a requirement that installers be experienced in the operations they are engaged to perform.

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

46. **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.

47. **Modification:** A document incorporating one or more Change Orders approved by the City.

48. **Non-conforming Work:** Work that is unsatisfactory, faulty, defective, 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 prior to Final Completion.

49. **Notice of Default:** Refer to Paragraph 14.01.

50. **Notice of Potential Claim:** Refer to Paragraph 13.01.

51. **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.

52. **Notice to Proceed:** 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.

53. **Owner:** Refer to "City."

54. **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.

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

56. **Project:** Refer to "Work".

57. **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 Documents and Specification sections and may include schedules, is contained in the Document 00010 – Table of Contents.

58. **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.

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

60. **Punch List/Final Completion:** A list prepared by the City identifying Items to be corrected or completed by Contractor prior to Final Completion.

61. **Punch List/Substantial Completion:** A list prepared by the City identifying Items to be corrected or completed by Contractor before the City considers the Work Substantially Complete.

62. **Reference Documents:** Refer to Document 00200 – Instructions to Bidders and Document 00300 for identification of Reference Documents, if any.

63. **Regular Working Hours:** 7:00 a.m. to 5:00 p.m., Monday through Friday, except City legal holidays. Refer to Paragraph 3.02 and Document 00813 – Specific Project Requirements.

64. **Request for Information (RFI):** A document prepared by Contractor or the City requesting information from one of the parties regarding the Project or Contract Documents.

65. **Request for Substitution:** A request from Contractor in accordance with the conditions specified in Division 1 to substitute an Item, type of construction, or process indicated in the Contract Documents with another item, type of construction or process that shall be equal in all respects to that so indicated. Refer to Paragraph 3.11 and Document 00498 for Request for Substitution form.

66. **Required:** In accordance with the requirements of the Contract Documents.

67. **Resident Engineer:** See "City Representative."

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

69. **Specifications:** The portion of the Project Manual comprising Division 1 through Division 16 and listed in Document 00010 - 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.

70. **Specified:** Written in the Contract Documents.

71. **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 1).

72. **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.

73. **Supplementary Conditions:** The part of the Contract Documents that amends, deletes or modifies these General Conditions. The Supplementary Conditions are set forth in Document 00800.

74. **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.

75. **Supply:** Refer to "Furnish."

76. **Total Bid Price:** Refer to Document 00200 – Instructions to Bidders.

77. **Unavoidable Delay:** Refer to Paragraph 7.02.

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

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

80. **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.

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, the Bonds, and other documents listed in the Agreement;
3. Change Orders, Unilateral Change Orders, and Field Orders issued after execution of the Contract; and
4. all provisions of the Bid Documents, as defined in Document 00200, 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.

1. The Contracting Requirements establish the rights and responsibilities of the parties and include these General Conditions (Document 00700) and the Documents as listed under Contracting Requirements in the Table of Contents (Document 00010).

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

3. 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 Document 00200.

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, or (ii) 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 PRECEDENCE OF CONTRACT DOCUMENTS

A. 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 in inverse chronological order, and in same order as specific portions they are modifying.
2. Executed Agreement.
3. Addenda.
4. Division 1.
5. The Documents (Bidding and Contracting Requirements).
6. Divisions 2 through 16.
7. Contract Drawings.

B. 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 1 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.

C. The review, 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 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, from obtaining a credit for construction cost resulting from allowed concessions in the Work or materials therefor.

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 upon request 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

A. In the event of material breaches of the Contract by Contractor, 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 and shall be signed by the City Representative. Unless otherwise agreed to by the City, the Contract Time will not be extended as a result of an 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.

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 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, 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 2.05 in all subcontracts of Subcontractors, Lower-Tier Subcontractors and Suppliers for this Contract over \$10,000.

2.06 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.

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 1. 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. 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 1.

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.

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. Under 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 sec-

tion 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 inform the City as to how such conditions affect its Work and recommend methods to overcome such conditions.

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. Only if the City determines, in its sole discretion, that the conditions reported do materially so differ, or do involve hazardous waste, or do cause a decrease or increase in Contractor's scope of Work, will the City issue a Change Order as provided in Article 6 of these General Conditions, and/or a time extension as provided in Article 7 of these General Conditions, as appropriate.

F. Should Contractor disagree with the City's determination, Contractor shall submit a written Notice of Potential Claim to the City as provided in Paragraph 13.02 of these General Conditions. 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.

G. 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.

3.04 SUPERINTENDENTS

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.

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' speci-

fications 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 1.

F. In the event that Division 1 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.

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 Contract 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 and the City's testing agency or special inspector 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 1.

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 re-

quirements 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 1.

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

1. a cost-loaded base line construction schedule for the Work which shall use, unless otherwise specified in Division 1, 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 preliminary submittal schedule, coordinated with the progress schedule in accordance with the requirements of Division 1, listing shop drawings, product data, samples, work descriptions, subcontractor qualifications, and field samples and indicating the times for submitting, reviewing, and processing such submittals.

B. 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.

C. No progress payments will be made to Contractor until the schedules are submitted and are acceptable to the City.

D. Contractor shall adhere to the base line construction schedule accepted by the City in accordance with subparagraph 3.09B and as may be adjusted during the performance of the Work. 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.

E. 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.

F. 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. All updates shall be submitted to the City for the City's acceptance; if rejected, Contractor shall correct and resubmit updates to the satisfaction 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.

G. Early Completion Schedule: If Contractor submits a base line schedule that shows a completion time that is earlier than the Contract Time as specified in Document 00802, the "float time" 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 time."

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. Review or approval of Contractor's submittals by the City is subject to the limitations stipulated in Paragraph 2.01.

B. Contractor shall review, approve, stamp, and submit to the City as specified in Division 1 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 perform no 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 by the City and returned to Contractor. Such Work shall be in accordance with approved 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. 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.

G. 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. Consistent with section 3400 of the California Public Contract Code, Contractor, within 10 calendar days after the date of the Award, shall submit for approval to the City a properly completed Request for Substitution (refer to Document 00498) for each material, article or equipment that it proposes to substitute in place of, and as the equal, of a material, article

or equipment 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 10-day period 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 1.

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. Contractor is responsible for providing all surveying services necessary to complete the work including, but not limited to: (i) providing lay-out of all improvements identified in the Contract Documents; (ii) establishing elevations; (iii) maintaining surveying controls; and (iv) providing survey support to all trades. Survey information, such as monuments and property lines, are available from the City Survey Division. The City, at its own cost, reserves the right to spot check elevations and lay-out to ensure compliance with the Contract Documents.

D. 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.

E. 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.

F. 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 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.

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 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 ROYALTIES AND PATENTS

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 Document 00805, 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.

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.

3.17 WARRANTY

A. Contractor warrants and guarantees to the City that materials and equipment provided under the Contract will be first-class in quality and new, that the Work will be free from defects and of the quality specified, and that the Work will conform to the requirements of the Contract Documents.

1. Contractor additionally warrants manufacturers' product warranties as may be required by the Contract Documents.

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 normal wear and tear.

1. Testing shall not be construed as operation.

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

B. Earned Income Credit (EIC) Forms. San Francisco Administrative Code Chapter 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

1. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Contract becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.

2. Failure to comply with any requirement contained in subparagraph 3.18B.1 shall constitute a material breach by Contractor of the terms of this Contract. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Contract or applicable Law.

3. Any Subcontract entered into by Contractor shall require the Subcontractor to comply, as to the Subcontractor's Eligible Employees, with each of the terms of this Paragraph 3.18.

4. Capitalized terms used in this Paragraph 3.18 and not defined in Paragraph 1.01 shall have the meanings assigned to such terms in Chapter 12O of the San Francisco Administrative Code.

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 Document 00805, 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 intentional tort of any person indemnified herein.

B. 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, negligence or strict liability by the City, its boards and

commissions, and their representatives, consultants or agents.

C. 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.

D. On request, Contractor shall defend any action, claim or suit asserting a claim covered by this indemnity. Contractor shall pay all costs that may be incurred by the City and all indemnified parties specified in subparagraph 3.19A, including reasonable attorney's fees.

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

F. 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.

ARTICLE 4 - SUBCONTRACTORS

4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise specifically provided by the Contract Documents, subcontracting shall be in accordance with the governing regulations regarding subcontracts and section 6.21 of the San Francisco Administrative Code. Section 6.21 shall govern the designation of, failure to specify, and substitution of Subcontractors and the assignment, transfer and performance of subcontracts.

B. 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 otherwise, 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 at no added cost to the City.

D. The Contract shall not be assigned except upon the approval of the City.

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 demobilization 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 claims 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 Paragraph 13.02.

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 materials 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 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 1. 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 15 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 15-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 AND PROPOSED CHANGE ORDERS

A. COR Initiation: Should the City's Clarification or other written directive, 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 7 days of receipt of the Clarification or other written directive. A COR shall reference the Clarification or other written directive 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. Failure to submit a timely, 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 15 business days after receipt of the COR, together with the required supporting documentation, the City shall render its determination in writing. If the City does not issue a determination within the 15 business day period, the COR is deemed rejected. If the City requires additional time to issue a determination, it shall notify the Contractor of the same in writing, within the initial 15 business day period.

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 days after receipt of a PCO. If Contractor fails to submit a PCO cost proposal and/or PCO time adjustment pro-

posal within the 10-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 issue 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
- d. taxes, insurance and bonds.

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 Order Work on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-approved 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: 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 formally 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.

B. Release of Claims: Contractor shall agree to the terms and conditions of Change Orders and to release the City from claims for additional compensation or time relating to the undisputed amount of the change in the Work.

1. If Contractor fails to provide timely documentation of delay to the City as described in subparagraph 6.03F.1, which shall be sufficient to entitle Contractor to a time extension pursuant to paragraph 7.02, Contractor shall execute the Change Order without being granted any extension of time.

2. Contractor shall not condition or qualify any Change Order with a reservation of rights to seek at a later time additional Contract Amount or Time for the changed Work addressed in the Change Order.

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 through the PCO process, or when the City and Contractor are unable to agree on the cost or time required to complete the change in the Work described in a PCO, 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: Should Contractor disagree with any terms or conditions set forth in a Unilateral Change Order, Contractor shall submit, within 7 days of receipt of the Unilateral Change Order, a Change Order Request (COR) in accordance with the requirements of Paragraph 6.03. If a COR is not 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.

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 Paragraph 13.02. Said Notice shall be submitted no later than 7 days after occurrence of one of the following, 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 Work completed.

6.06 COST OF THE CHANGE ORDER WORK

A. For Change Order Work, 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, 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: under the Federal Insurance Contributions Act ("FICA"); for federal and state unemployment taxes; for any and all other payroll taxes imposed by federal, state and local laws and ordinances; and for its cost of workers' compensation insurance and any and all forms of liability insurance. For projects insured under an Owner Controlled Insurance Policy ("OCIP"), the labor surcharge shall be 50% of the Labor Surcharge set forth in the California Department of Transportation official labor surcharges which is in effect on the date upon which the extra work is accomplished.

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 and Equipment Rental Ratesbook, 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 Machinery Information Division of PRIMEDIA Information, Inc., 1735 Technology Drive Suite 410, San Jose, California 95110-1313. 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. 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.

a. 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. In the event that use of hourly rental rates is appropriate in computing the rental of equipment, any time less than 30 minutes shall be considered one-half hour. 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.

b. 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.

c. 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.

d. Costs of equipment not listed in the publications specified in subparagraph 6.06A.3 shall be based on actual rental invoices. Copies of all invoices shall be provided as support documentation with each PCO cost proposal.

B. Costs Included as Part of Markup for Overhead and Profit: A markup for overhead and profit as specified in subparagraph 6.06C shall be added to the total of the direct costs computed as provided in subparagraph 6.06A. 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, ex-

pediting, 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. 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	33%
Contractor direct materials	15%
Contractor direct equipment	15%
Subcontractor (of any tier) direct labor	33%
Subcontractor/Supplier (of any tier) direct materials	15%
Subcontractor/Supplier (of any tier) direct equipment	15%

1. For Work performed by a Subcontractor, Contractor shall receive a maximum 5 percent markup on the Subcontractor's total cost (total cost includes Subcontractor's direct costs plus applicable markups specified above). Such additional 5 percent markup shall reimburse Contractor for additional overhead, job site, home office and administrative costs.

2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a maximum 5 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 5 percent markup shall reimburse Contractor and Subcontractor for additional overhead, job site, home office and administrative costs.

3. For Change Orders that result in a net decrease in direct costs for Work performed by Contractor or a Subcontractor, the City shall receive a credit based on the actual net decrease in direct costs plus 10 percent of the direct cost credit amount. Neither Contractor nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.

4. 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.

D. Bond and Insurance Costs: Only the actual cost of insurance and bond premiums, with no markup for overhead and profit required because of the Change Order, will be allowed.

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 cumula-

tive 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 1, 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, plus 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 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.

6.09 DELETED ITEMS

A. Should any Bid Item be deleted in its entirety, the Contract Sum shall be reduced by the amount Bid for that Bid Item.

B. If the City issues written notice of deletion of a Bid Item 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.

C. Contractor shall not be compensated for costs incurred after receipt of the City's written notice deleting the Bid Item.

D. 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.

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 specific authorization has been issued by the City for Work to start. A progress schedule submitted by Contractor and accepted by the City in accordance with the requirements of the Contract Documents shall be the basis for determination of the date on which Work at the Site may 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 Document 00802, 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 Document 00802 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 Document 00400.

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 13.02.

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 6.22H.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.

1. Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; 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 or Lower-Tier Subcontractors; 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. Contractor shall be entitled to a compensable time extension for an Unavoidable Delay caused by a Change Order initiated or caused by the City, provided such Unavoidable Delay is critical, extends the most current Contract Substantial Completion Date, and is not concurrent with a Contractor-caused delay or other type of Unavoidable Delay as previously defined. All other types of Unavoidable Delay shall not entitle Contractor to a compensable time extension.

3. Contractor shall be entitled to a non-compensable time extension in the event a City-caused 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

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.

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, windstorm, 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	2	September	0
April	1	October	1
May	0	November	1
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 (Document 00802) 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 6.22H.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 only if it requests such time extension, 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 subparagraph 13.02A, including the requirement that such Notice be submitted to the City within 7 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 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 done 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 6.22H.2.d of the San Francisco Administrative Code.

4. Extensions of time that cumulatively extend the Contract Time in excess of 10 percent of the original contract duration shall be subject to approval of the Mayor (or the Mayor's designee) or the Commission (or the Commission's designee), as appropriate.

5. In no event shall such extensions of time be granted subsequent to the date of Final Completion.

6. 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.

7. 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 provisions 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.

8. 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 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 Document 00802 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 Document 00802 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 Document 00802 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 Document 00802 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. It is therefore agreed that Contractor shall pay such amount of liquidated damages as specified in Document 00802, 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 shall be covered until inspected by the City or other public authorities having jurisdiction.

B. If any part of the Work is covered prior to inspection by the City or other public authorities having jurisdiction, Contractor shall, upon written request by the City, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently replace it at no additional cost to the City and without change in the Contract Times.

C. Should the City or other public authorities having jurisdiction wish to re-inspect a portion of the Work that has been covered, Contractor shall uncover it upon written request. If the Work conforms to the requirements of the Contract Documents, the City will pay the costs of uncovering and replacement; if the Work does not conform to the requirements of the Contract Documents, Contractor shall pay said costs, including related disruptions and delays.

8.02 TESTS AND INSPECTIONS

A. All testing and inspection of the Work required by the Contract Documents 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 2 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 procedures for 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. 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.

G. If observation or testing is required outside the nine Bay Area counties, and does not take place at the Site or within a 100-mile radius of the Site, Contractor shall reimburse the travel-related costs, including transportation, lodging, meals, long-distance

telephone calls and facsimile transmittals, and associated expenses of the City without adjustment to the Contract Sum.

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

A. The City shall have the sole and unfettered authority to disapprove or reject Non-conforming Work. Upon receipt of written notification thereof from the City, Non-conforming Work shall be removed from the Site and replaced promptly by Contractor with Work that conforms to the Contract Documents, regardless of when the Non-conformance is determined. Contractor shall pay all claims, costs, losses, and damages, including the City's expenses at the labor rates included in the contracts between the City and the City's testing and inspection services, of removal and replacement including but not limited to all costs of repair or replacement of work of others.

B. 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.

C. If Contractor fails to correct Non-conforming Work or proceed with corrections within 5 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 7 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.

8.04 CORRECTION PERIOD

A. Contractor shall repair or replace Non-conforming Work or damage resulting from such Non-conforming Work promptly at no additional cost to the City, whether due to: (i) faulty materials or workmanship; or (ii) defective installation by Contractor of materials or equipment manufactured by others; or (iii) disturbance of, or damage to, City improvements by Contractor's operations contrary to the Specifications; or (iv) other failure to conform to the requirements of the Contract Documents. Such repair or replacement shall commence within 5 working days of the date of the City's written notification directing Contractor to correct such Non-conforming Work and shall forthwith be diligently prosecuted to completion during the following correction periods, or such longer period of time as may be prescribed by laws and regulations or by the terms of any applicable guarantees required elsewhere in the Contract Documents, as applicable:

1. any time during construction of the Work; or
2. one year following the date of the Notice of Substantial Completion for Non-conforming Work or damage resulting therefrom in any part of the surface Work or in surface improvements of the City such as building superstructures, pavements, curbs, walks, tracks, walls, stairways, poles, mechanical and electrical equipment, materials, appurtenances and accessories, or other surface structures; or
3. two years following the date of the Notice of Substantial Completion for Non-conforming Work or damage resulting therefrom in any part of subsurface Work or in subsurface improvements of the City not included in the Work, such as building foundations, sewers, side sewers, culverts, other drainage structures, pipes, valves, conduits, conductors, or other subsurface structures.

B. This requirement to correct Non-conforming Work shall continue until one year after the date of correction of repaired or replaced Items.

C. 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.

D. The remedies provided for in this Paragraph 8.04 shall not be restrictive but shall be cumulative and shall be in addition to all other legal remedies the City may possess with respect to latent defects or frauds.

8.05 ACCEPTANCE OF NON-CONFORMING WORK

A. If, in the sole and unfettered judgment of the City, it is undesirable or impractical to replace any defective or Non-conforming Work, the Contract Sum shall be reduced 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 Order of Award notification, or as otherwise specified in Division 1, Contractor shall submit a detailed cost breakdown of its Bid covering the lump sum Items, including Alternate Bid Items selected by the City, by classification in accordance with the Construction Specifications Institute's 16-division MasterFormat and 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 1 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 Document 00400.

B. The total cost of performing each lump sum Item, including all labor, material, equipment, fixed cost elements, incidental expenses, and overhead and profit, shall be shown on Contractor's schedule of values. All budgeted costs and manpower shown on the progress schedule shall be allocated to direct cost Bid Items.

1. 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.

C. The City will review and return Contractor's schedule of values with comments. Contractor shall make all corrections requested by the City and re-submit 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.

D. 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 9.02C.

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 1.

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 Document 00400 shall be made for such sums as may be acceptable to the City and including costs as specified in Division 1. 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.

4. Except as provided in subparagraph 9.03I, no allowance will be made for materials or equipment not incorporated into the Work.

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.

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 1. Submission of acceptable 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. 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 appropriate retention and 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 9.05.

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 San Francisco Human Rights Commission 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)(6).

G. 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.

H. 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 Document 00630 ("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.

I. Pursuant to section 6.22J of the San Francisco Administrative Code, payment for material or equipment procured by Contractor but stored on or off the Site and not incorporated in the Project will not be allowed, subject to the following exception:

1. The City will make payment for material or equipment procured by Contractor and not incorporated in the Project if the material or equipment is (i) unique to the Project; and (ii) either stored on the Site or at an off-Site location approved in advance and in writing by the City. Should the City agree to make payment for such material or equipment, all of the following shall apply:

a. Contractor shall submit to the City proof of off-Site material purchases, including bills of sale, invoices, or other documentation warranting that Contractor has received the materials free and clear of all liens, charges, security interests, and encumbrances.

b. Title to stored material shall be vested in the City at time of delivery to the Site or off-Site warehouse.

c. Contractor shall obtain a negotiable warehouse receipt, endorsed over to the City, for material stored in an off-Site warehouse. No payment will be made until endorsed receipts are delivered to the City.

d. Contractor, at no additional cost to the City, shall insure stored material 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 given to the City.

e. Contractor shall furnish to the City written consent from Contractor's sureties approving the advanced payment for materials stored off Site.

f. The maximum prepayment allowed by the City shall be 75 percent of the fair market value of the item being considered. The City shall be the sole judge of fair market value.

g. Contractor shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.

h. Stored materials shall be available for inspection by the City.

i. Contractor shall deliver stored materials to the Site.

j. After delivery of stored materials to the Site, if any inherent or acquired defects are discovered therein, such defective material shall be removed and replaced with suitable materials at no additional cost to the City.

k. In the event of loss of or damage to paid materials, Contractor shall be responsible for replacing the lost or damaged materials at its own cost and shall be responsible for all delays incurred on the Project as a result of such loss or damage.

l. Nothing in this subparagraph 9.03I shall relieve Contractor of its responsibility for incorporating materials in the Work that conform to the requirements of the Contract Documents.

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.

1. Contractor shall submit certified payrolls to the City electronically via the City-selected Project Reporting System ("PRS"), an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each Subcontractor and Supplier will be assigned a log-on identification and password to access the PRS.

2. 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.

3. 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.

4. Contractor shall comply with the requirements of this subparagraph 9.03M at no additional cost to the City.

5. 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.

9.04 RETENTION

A. The City shall hold 10 percent in retention from each progress payment. The City shall administer retention in conformance with Administrative Code section 6.22J.

B. When the City determines that the Work is 50 percent or more complete, that Contractor is making satisfactory progress, and that there is no specific cause for greater withholding, the City, at its sole option and discretion and upon the written request of Contractor, may (a) release part of the retention to the Contractor so that the amount held in retention by the City, after release to Contractor, is reduced to not less than 5 percent of the total value of the labor and materials furnished, and the City shall proceed to retain 5 percent of any subsequent progress payment under the contract or (b) continue to hold the already withheld retention amount, up to 5 percent of the total contract price, and shall not deduct further retention from progress payments.

C. 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, provided that the contract is free of offsets by the City and is free of stop notices, forfeitures, and other charges.

D. 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.

E. The Contractor may apply for early release of retention for Work performed by (1) any subcontractor certified by the HRC 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;
2. The total final amount paid to the subcontractor; 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 if, in the City's judgment, the determination required by subparagraph 9.04B 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, 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 submit timely progress schedules, revised schedules, schedule updates and reports in accordance with the Contract Documents.

10. The City determines that Contractor fails to maintain timely updated Contract Documents or record documents.

11. The City determines that Contractor fails to submit certified payroll records in accordance with the Contract Documents.

12. 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 Contractor agrees that such part of the Work is Substantially Complete, Contractor shall notify the City in writing and request a joint inspection of that part of the Work. Within 7 days from receipt of Contractor's written notification, Contractor and the City shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record its status of 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 1 when directed to do so by the City.

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. Completion of start-up services and submittal of warranties, guarantees, and record documents shall be a condition precedent to requesting an inspection for 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 2 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 Document 00802. 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 form and substance satisfactory to, 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.

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 Document 00805.

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 Document 00610:

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 correction period pursuant to Paragraph 8.04, 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 Document 00200 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best Rating not less than "A-, VIII" 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 6.22E and 6.22F 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 showing the name, place or residence, occupation, and per diem pay, of each person engaged in the execution of the Work, and 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.

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, to the City back wages due plus the penal sum of \$50 per day for each laborer, worker or mechanic employed for each calendar day or portion thereof, while they shall be so employed and not paid the highest general prevailing rate of wages. The City, when certifying any payment which may become due under the terms of the Contract, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

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 to the City back wages due plus the penal sum of \$50 per day for each laborer, mechanic or artisan employed for each calendar day or portion thereof whereon such laborer, mechanic or artisan is compelled or permitted to work more than the days and hours specified herein.

C. A copy of the most current highest general prevailing wage rates will be posted at the Site by the City, and such highest prevailing wage rate determi-

nations 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) 972-8628 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

11.02 CERTIFIED 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 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 as set forth in Paragraph 9.03M. 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, as a penalty to the City, forfeit \$25 for each day, or a portion thereof, of non-compliance, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship 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 shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) and less than twenty working days, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

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.

D. 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.

11.04 LABOR STANDARDS ENFORCEMENT

A. In accordance with Administrative Code section 6.22(E)(7) and section 6.24, Contractor further acknowledges and agrees as follows:

1. Contractor will cooperate fully with 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 and Chapter 6 of the San Francisco Administrative Code.

2. Contractor agrees that 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 prominently post at each job-site a sign informing employees that the project is subject to the City's prevailing wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer.

5. The Labor Standards Enforcement Officer may audit such records of Contractor as he or she reasonably deems necessary to determine compliance with the prevailing wage and other labor stan-

dards imposed by the Charter and this Chapter on public works contractors.

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. In the event Contractor encounters on the Site material Contractor believes to be hazardous that may present a substantial danger to persons or property exposed thereto in connection with the Work, Contractor shall stop Work in the area affected promptly and before disturbing the conditions believed to be hazardous, notify the City in writing in accordance with the requirements of Paragraph 3.03. The Work in the affected area shall not be resumed thereafter except by written notification of the City.

D. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents.

1. Should hazardous materials be encountered that were not indicated in the Contract Documents and not contemplated to be part of the Work at the time that Bids were received, Contractor shall be given an adjustment in the Contract Sum and Contract Time as specified in Paragraph 3.03.

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 NOTICE OF POTENTIAL CLAIM

A. If, during the course of the Project, the Contractor disputes any directive, determination (including determination of delay), Proposed Change Order, Unilateral Change Order, payment, or other act by the City impacting or potentially impacting the performance of the Work (collectively, "potential claim events"), the Contractor shall submit to the City a Notice of Potential Claim. The Contractor shall submit such Notice within 7 days of the potential claim event. The Notice shall describe the potential claim event, provide a good faith estimate of any impact, and reference any relevant provisions of the Contract Documents and any schedules with sufficient specificity for the City to review the matter. Failure to submit a timely, properly documented Notice of Potential Claim shall constitute a waiver of any claim arising out of such potential claim event.

1. The requirements of subparagraph 13.01A, above, apply regardless of whether or not the disputed item underlying a potential claim event has been or will be submitted to a Dispute Review Board or Dispute Resolution Advisor for resolution.

13.02 CONTRACT CLAIM

A. General Contract Claim Requirements. No later than 45 days after submitting a timely Notice of Potential Claim to the City in accordance with subparagraph 13.01A, Contractor may submit a Contract Claim for additional compensation or time based on any disputed item (i) respecting the true value of any Work performed or any changes in the Work which Contractor may be required to perform; and/or (ii) regarding time extensions; and/or (iii) respecting the amount of payment to Contractor during the performance of the Contract; and/or (iv) regarding the performance of obligations by any party. 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 13.02A, above, is extended in accordance with Document 00803/DRB or Document 00803/DRA, as applicable, if:

a. the parties have established a Dispute Review Board or Dispute Resolution Advisor for the Project; and

b. the disputed item underlying a potential claim event has been submitted to the Dispute Review Board or the Dispute Resolution Advisor for resolution in accordance with Document 00803/DRB or Document 00803/DRA, as applicable.

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.

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 13.02B.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 under penalty of perjury, 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 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.

13.03 GOVERNMENT CODE CLAIM

A. The administrative procedure under this Article 13 shall not operate to toll, waive, or excuse Contractor's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10. 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 on the date of Substantial Completion.

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 finishing 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 the City terminates the Contract for cause, and it is later determined that none of the grounds set forth in Paragraph 14.01A exist, then such termination shall be deemed a termination for convenience pursuant to 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 6.22L 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 in-

cluded 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 Con-

tract, 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 continued 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 contin-

ued 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.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. This Document includes supplements that amend, delete, or modify provisions of Document 00700, 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 2

- A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:
 - “C. Contractor will be furnished 2 Project Manuals 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.”

1.3 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 Department of Public Works, Bureau of Street-Use and Mapping, 875 Stevenson Street, Room 460, San Francisco, telephone (415) 554-6201. Refer to Document 00813 - 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. Wastewater discharge permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321.
 - 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."

END OF DOCUMENT

DOCUMENT 00802

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.
- B. Time is of the essence of this Contract, as the purpose of this contract is to expedite the repair of sidewalks at various locations within the City. Refer to Specifications Section 01010, 1.02, for more details about the Work Order packages

1.2 CONTRACT TIME

- A. This Contract will be performed on a work order basis for 365 consecutive calendar days from the time of Notice to Proceed. The Work for each work order shall be commenced within 5 working days after the receipt of said work order, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit as specified in each work order package.
- B. Final Completion of punch list work for each work order shall occur no later than 5 consecutive working days after the date of Notice of Substantial Completion for each work order.

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 hundred dollars (\$ 500.00) 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.
- B. In addition, Contractor shall pay the sum of one hundred dollars (\$ 100.00) 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.

END OF DOCUMENT

DOCUMENT 00805

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 \$1,000,000.00 each accident, injury, or illness.
 2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence 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 \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

1.3 INSURANCE FOR OTHERS

- A. For general 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.

1.4 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, 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, 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 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. 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. Each such policy shall provide that no cancellation or non-renewal shall occur without the carrier giving to the City at least 30 days' written notice prior thereto. All notices shall be made to:
- Manager, Contract Administration Division
City and County of San Francisco
875 Stevenson Street, Room 420
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 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 Paragraph "H" 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.

1.5 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" and shall be satisfactory to the City.

END OF DOCUMENT

DOCUMENT 00810

EXISTING UTILITY FACILITIES

1.1 SUMMARY

- A. This Document 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 Owners," 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 which are appended to this Document. 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 Owners.
 - 1. In the absence of such reference drawings, Contractor may inspect in the offices of the Bureau of Engineering, Department of Public Works, and the City Distribution Division, San Francisco Water Department, such drawings and other information relative to Sewer, Auxiliary Water Supply System for Fire Protection facilities, and Water facilities, and information regarding other facilities which may have been made available to the City by the Utility Owners.
 - 2. 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. Except as otherwise provided in Article 1.3, the cost of all of the following with respect to existing pipes, wires, conduits, and other utility facilities shall be included in the Contract Sum, and Contractor shall assume full responsibility for the following:
 - 1. Reviewing and checking all such reference drawings or information.
 - 2. Locating all underground facilities indicated in the Contract Documents, reference drawings or other information available to Contractor.
 - 3. Coordinating the Work with the Utility Owners including the City.
 - 4. The safety and protection of all such utility facilities as provided in Article 12 of the General Conditions and repairing damage thereto which may result from the Work.
 - 5. Removing and adjusting utility facilities located in, over or around the location of the Work as necessary to allow the prosecution of the Work.

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 public utility in writing, and before further disturbing conditions affected thereby, of such utility facilities it discovers while performing the Work which are not indicated in the Contract Documents, reference drawings or other information available to Contractor.
 - 1. Contractor shall negotiate with the Utility Owner, 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.
- C. 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.
- D. Contractor will be compensated under the provisions of Article 6 of the General Conditions for its direct costs associated with the extra work involving existing City-owned utilities not indicated on the Contract Documents, reference drawings or other information available to Contractor but in direct physical conflict with the Work.
 - 1. This extra work shall be limited to the following:
 - a. Removing and relocating as directed by the City such existing main or trunk line utility facilities.
 - b. Equipment on the project necessarily idled during such work.
- E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:
 - 1. could have been reasonably discovered or revealed as a result of examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing the Work; or
 - 2. could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site.

1.4 GOVERNMENTAL FACILITIES

- 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; San Francisco Water Department facilities; pipes and facilities of the Auxiliary Water Supply System for Fire Protection; and the Municipal Railway and Hetch Hetchy Water and Power overhead lines and power feeder systems serving the Municipal Railway.
 - 1. Municipal Railway facilities and Hetch Hetchy Water and Power facilities serving the Municipal Railway, if encountered, shall be supported in a manner satisfactory to the General Manager of the Public Utilities Commission of the City and County of San Francisco.
 - 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 450 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. San Francisco Water Department 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; or
 3. be removed or adjusted by other suitable procedure at the City's expense.

1.5 NON-GOVERNMENTAL FACILITIES

- A. The procedure to be followed with respect to 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), which sections are appended to this Document (refer to Appendix A).

- 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 Owner, waive the requirement that the facility be removed or adjusted and allow it to remain in place, provided that (1) the Utility Owner obtains the consent of Contractor to such waiver in return for such compensation, if any, by the Utility Owner 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 Owner 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 Owner, 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 Owner a quotation covering the entire cost of supporting, working around or protecting, as necessary, such facility. In the event a Utility Owner and Contractor cannot agree upon the amount of the compensation, if any, to be paid by the Utility Owner to Contractor, then the Director of the Department of 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 Owner 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 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. The work of supporting, working around, and protecting such facilities may or may not be included in a contract. Such work, if included in a contract, will be paid for by the various utility companies and agencies directly to Contractor in conformance with the provisions of the Utility Crossing Specifications appended to this Document (refer to Appendix B). Requirements for performance of this work are also contained in the Utility Crossing Specifications. Such work, if not included in a contract, but encountered in the field, shall be subject to the provisions of this Article, excluding this subparagraph 1.5B.2.
- 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. 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 Owners 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.
- E. If during the course of the Work an unexpected interference by a non-governmental utility facility is discovered, Contractor shall immediately notify the Utility Owner 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 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 DOCUMENT

APPENDIX A: UTILITY CROSSINGS SPECIFICATIONS (Effective January 2010)

SECTION U1. SUPPORT, WORK AROUND, AND PROTECT EXISTING UTILITY COMPANY FACILITIES-GENERAL SPECIFICATIONS

General

Contractor shall support, work around, and protect Pacific Gas and Electric Company (PG&E), Pacific Bell Telephone Company D/B/A AT&T California (AT&T), Comcast Corp. (Comcast), and Hetch Hetchy Water & Power (HHWP) facilities that do not serve the Municipal Railway, 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.

Such Utility Crossings are defined as occurring where the length of a Utility Main, Duct Structure, or Service (measured along the centerline) is in the excavation area of the City structure not more than 3 times the width of the excavation for excavation widths less than 18 feet. Excavation width will be the outside diameter or width of the City structure plus 3 feet.

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 30 days of notification of the award of the City contract, PG&E, AT&T, Comcast, and HHWP as applicable, will execute a contract or an acceptable document with the City Contractor and will pay said Contractor directly for the work of supporting, working around, and protecting such facilities, according to the Cost of Utility Crossing Schedule, hereinafter set forth. Where the computed cost of any crossing exceeds \$8,218 the Utility Company shall negotiate directly with Contractor on the crossing.

Work at crossings of other non-governmental utility company facilities in public streets shall be in accordance with the provisions of Document 00810, Article 1.5, unless otherwise specified.

Any PG&E, SBC, Comcast, and HHWP facilities that do not serve the Municipal Railway, 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 Document 00810, Article 1.5, or treated as otherwise allowed therein. Contractor shall measure the outside diameter or width of utility facilities to the nearest inch and length of crossings to the nearest foot to determine the actual cost of each Utility Crossing according to Cost of Utility Crossing Schedule hereinafter set forth.

Contractor shall keep an itemized record of the Utility Crossing work done, noting any variations from the Utility Contract Drawings and Estimates. Contractor shall notify the Utility Company and City 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 representative. The decision of the Director of Public Works will be final. The Contractor's only recourse is to file a claim. Progress payments shall be made by the applicable Utility Company upon receipt of Contractor's invoice for work done in the amount of \$500.00 or more, but not more often than once every 30 days.

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 HHWP 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 Utility Crossing 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 Utility Crossing Schedule hereinafter set forth plus an additional ten 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.

Unexpected or Unidentified Facilities, Ownership Not Known

If, during the course of the work, an unexpected or unidentified interference is discovered, Contractor shall immediately call this fact to the attention of all Utility Companies, including appropriate City Departments. A period of twenty-four (24) hours, including at least (8) working hours, beginning with the time of receipt of such notice, will be allowed said Utility Companies and City Departments to determine whether ownership is by one of said Utility Companies or City Departments. Disposition shall be in accordance with the applicable requirements of Document 00810, Article 1.5, if such facilities are owned by companies other than PG&E, AT&T, Comcast, and HHWP. If ownership is by one or more of PG&E, AT&T, Comcast, and HHWP, 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."

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 4 inches or less in outside diameter or width which 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 Utility Crossing Schedule reduced by 33-1/3%.

Abandoned Facilities

Any increase in the cost of Contractor's operations occasioned by the presence and/or removal of abandoned subsurface facilities shall be handled in accordance with section 700.09 of the DPW Standard Specifications.

Third Party Insurance

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 Contractor.

Cost of Utility Crossing Schedules (Effective January 2010)

Cost of Utility Crossing shall be equal to Fixed Cost plus ("+") Support Cost, scheduled by length of crossing (Groups I, II, and III) as follows. 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.

Group I (length of crossing less than 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	\$462	0
4 inches to 20 inches	\$462 + \$77 per inch over 4 inches	0
Over 20 inches	\$1,694 + \$128 per inch over 20 inches	0

Group II (length of crossing 6 to 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	\$590	\$77
4 inches to 20 inches	\$590 + \$82 per inch over 4 inches	\$77
Over 20 inches	\$1,905 + \$139 per inch over 20 inches	\$77

Group III (length of crossing greater than 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	\$1,052	\$103
4 inches to 20 inches	\$1,052 + \$92 per inch over 4 inches	\$103
Over 20 inches	\$2,531 + \$154 per inch over 20 inches	\$128

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. Should Contractor damage or displace any PG&E facility Contractor shall notify the PG&E immediately by calling Gas Dispatch at 995-5666 (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. Contractor shall notify the PG&E Inspection Department at 695-3358 one week prior to excavating so that all crossings can be verified.

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 863-6906. 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 863-8500 Ext. 390. 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, the General Superintendent of Facilities Maintenance shall be notified immediately by calling 554-9221. Repairs or replacements will be made by MTP. However, all expenses in connection therewith 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 DOCUMENT

DOCUMENT 00813

SPECIFIC PROJECT REQUIREMENTS

1.1 SUMMARY

- A. This Document 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 Document is 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 Document 00813 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 3 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, 875 Stevenson Street, Room 460, San Francisco, CA 94103.

3. Refer to Document 00700 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), appended to this Document (see Appendix B).
- 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) 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. Comply with Ordinance #175-91, article 21, sections 1100 to 1107 of the San Francisco Municipal Code (Public Works Code), restricting the use of potable water for soil compaction and dust control activities, to the extent not directly in conflict with any applicable federal, state, and local law.
- B. Secondary effluent is available at no cost to Contractor from the Southeast Water Pollution Control Plant at 750 Phelps Street, San Francisco, from 8:00 a.m. to 5:00 p.m. on weekdays and Saturdays.
 1. Contractor shall be responsible for handling and trucking of secondary effluent at no cost to the City.
 2. A permit is required to obtain reclaimed water from the City. Contact the Watch 6 Chief at (415) 648-6882 x 1378 at least three (3) days prior to the date that reclaimed water is required. The Contractor will be responsible for the handling and transportation of reclaimed water as well as any permit and discharge fees.
- C. Should Contractor require use of potable water for soil compaction or dust control activities, Contractor shall apply for and obtain an exemption pursuant to Ordinance #175-91, article 21, prior to its use.
 1. Applications shall be sent to:

Department of Public Health
Environmental Health Section
1390 Market Street, Room 910
San Francisco, CA 94102
Telephone (415) 252-3945.

2. Pursuant to Ordinance #175-91 permission for said use of potable water may be granted by the General Manager of the San Francisco Water Department.
- D. Potable Water:
1. Arrange with the San Francisco Water Department (415) 923-2520 to provide potable water obtained by connecting to City water systems.
 2. Water may also be available from the fire hydrants located in the streets. Obtain permission from and fill an application with the San Francisco Water Department (415) 923-2488.
 3. Pay the costs of permit fees, connection fees, meters, and all water usage furnished by the San Francisco Water Department under the water service account established above. The city will not reimburse these costs.

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 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 (BAAQCD) 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 the Department of Public Works for excavating and restoring streets in the public right of way. Except for excavations specifically exempted by said article or by written waiver granted by the Department of Public Works, no excavation shall be performed in the public right of way under the jurisdiction of the Department of Public Works without a valid excavation permit issued by the San Francisco Department of Public Works, Bureau of Street-use and Mapping, telephone (415) 554-6201.
 - 1. Refer to Paragraph 3.06 of the General Conditions (Document 00700) as amended in the Supplementary Conditions (Document 00800) 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 the Department of 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," Department of Public Works, Bureau of Street-use and Mapping, revised March 26, 2007, for complete information about excavation code requirements. Copies of the manual may be purchased at Bureau of Street-use and Mapping, 875 Stevenson Street, Room 460, San Francisco, California 94103, telephone (415) 554-5810.
 - 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. Contractor shall provide proper public notices prior to commencing excavations in accordance with article 2.4 of the San Francisco Public Works Code. 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 days, post and maintain notices every 100 feet along the block of excavation work at least 72 hours prior to starting excavation.
 - 2. For excavations completed and restored in 15 days or longer, provide written notice delivered by U.S. mail to each property owner affected by the excavation at least 30 days but not more than 60 calendar days prior to starting excavation. Additionally, post and maintain notices every 100 feet and deliver written notices to each dwelling unit along the block of excavation work at least 10 days but not more than 15 days prior to starting excavation.
 - 3. For emergency excavation post and maintain notices every 100 feet along the block of excavation work during the excavation work.

- D. No excavation shall be performed outside the boundaries, times, descriptions or methods set forth on the approved permit; no excavation shall be longer than 1,200 feet in length at any time without prior written approval of the City.
1. Secure permit extension prior to expiration date in the event of delays in excavation work.
 2. Should such delays be caused by the City Contractor will be granted an extension of Contract Time or adjustment of Contract Sum as provided in Paragraph 7.02 of the General Conditions.
- E. Observe regulations concerning excavation sites including the following:
1. Cover open excavations with steel plates ramped to street grade or provide other means of protection acceptable to the Department of Public Works.
 2. Clean the Site of loose dirt and debris and remove excavated material from the Site at the end of each work day; comply with DPW Order No. 171,378 (refer to Paragraph 1.7B above).
 3. Materials and equipment to be used for excavation work within 7 calendar days may be stored at the Site, provided that fill material, sand, aggregate, and asphalt-coated material shall be stored only in covered, locked containers and provided that such storage complies with the City's traffic rules and regulations.
 4. Conform to the requirements of the Specifications for handling, removal and disposal of hazardous materials.
- F. Restore excavated street or sidewalk pavement in accordance with the requirements of the Specifications or the applicable requirements of the DPW Standard Specifications and Standard Plans (refer to Division 1 for reference standards) to the extent not in conflict with the Specifications. Comply with the following additional San Francisco Public Works Code requirements:
1. Restore trenches and pavement to a constant width equal to the widest section of the excavation, but not exceeding 13 ft.
 2. Backfill excavation within 72 hours of completing related construction.
 3. Replace pavement base within 72 hours of backfilling excavation.
 4. Complete finished pavement within 72 hours of replacing pavement base.
 5. Correct deficiencies in the restoration respecting timing or manner specified for the above items at no additional cost to the City within 24 hours of notification by the City.
 6. Should Contractor fail to timely restore, correct or repair deficiencies, the Department of Public Works will complete or cause to be completed such restoration, correction or repair deficiencies, and the completion costs will be deducted from monies due Contractor.

END OF DOCUMENT

DOCUMENT 00820

CITYBUILD/FIRST SOURCE REFERRAL PROGRAM

1.1 SUMMARY

- A. This Document 00820 incorporates applicable requirements of the City's First Source Hiring Program (San Francisco Administrative Code Chapter 83), which generally requires contractors, when hiring, to provide hiring opportunities to economically disadvantaged persons as defined in Chapter 83.
- B. The CITYBUILD Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development ("OEWD") administers the CITYBUILD Referral Program by working with education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CITYBUILD Referral Program is to fill every hiring opportunity with a CITYBUILD Referral who is trained and prepared to enter the construction industry workforce.
- C. Contractor agrees to participate in the CITYBUILD Referral Program.
- D. The CITYBUILD workforce goals, and the program requirements for achieving such goals, are set forth below.
- E. As part of its participation, Contractor shall incorporate the provisions of this Document 00820 into any subcontract on this Project (regardless of tier) in excess of \$250,000, and shall require its subcontractors to do the same.
- F. For any Contract subject to a Project Labor Agreement ("PLA"), this Document 00820 shall remain in effect. In the event of a conflict between this Document 00820 and a PLA, the terms and conditions of the PLA shall control.

1.2 DEFINITIONS

For the purposes of this Document 00820 only, the following definitions shall apply:

- A. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.
- B. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as determined by OEWD or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.
- C. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

- D. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.
- E. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.
- F. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.
- G. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

1.3 CITYBUILD WORKFORCE GOAL

- A. The workforce participation goal for this Contract is 50% of the new hires for the Work in each trade.
- B. Contractor and subcontractors may achieve the goal in any of the following ways:
 - 1. On-site credit: Employment of CITYBUILD referrals to perform work on this Project.
 - 2. Off-site credit: Employment of a CITYBUILD referral on a construction project other than this Project, during the course of or contemporaneously with this Project, so long as for such individual, the Contractor complies with the prevailing wage and payroll documentation requirements of San Francisco Administrative Code Chapter 6, section 6.22(E). Contractor or subcontractor must have prior written approval from CITYBUILD to claim "off-site" credit.

1.4 CITYBUILD REFERRAL PROGRAM REQUIREMENTS

- A. Contractor shall make good faith efforts to achieve the CITYBUILD workforce participation goal, as follows:
 - 1. Within 30 days of award of the Contract, provide written notification to CITYBUILD staff as to the number of hiring opportunities the Contractor and its subcontractors have available for new hires, by completing CITYBUILD Form 1 Workforce Projections (attached to this Document 00820).
 - 2. Upon receiving a completed Form 1, CITYBUILD representatives will work with Contractor and its subcontractor(s) to complete a Form 2 Workforce Hiring Plan (attached to this Document 00820).
 - 3. Instruct all foremen, superintendents, and other on-site supervisory personnel as to the CITYBUILD program and the program requirements.
 - 4. Attend and notify all subcontractors as to the mandatory pre-construction meeting as described in paragraph 1.5 below.
 - 5. Ensure that all CITYBUILD referrals engage in meaningful work that will provide advancement in the person's specific trade.
 - 6. Designate a responsible official to monitor all employment-related activity, and to work with CITYBUILD staff.
 - 7. Comply with the documentation requirements as set forth in paragraph 1.6 below.

8. In the event of the termination of any CITYBUILD referral, contractor must submit notice to CITYBUILD and reserve the position for another referral through the CITYBUILD system.
- B. The final decision to hire a CITYBUILD referral shall be made by the hiring Contractor or subcontractor.
 - C. If the Contractor or a Subcontractor is signatory to a collective bargaining agreement with a trade union, the Contractor and/or Subcontractor shall notify the appropriate union(s) of the Contractor's/Subcontractor's good faith obligations under this Document 00820 and shall request assistance from the union(s) in providing hiring opportunities for qualified CITYBUILD referrals. If a collective bargaining agreement allows for "name call" opportunities, then the Contractor or Subcontractor should reserve a requisite number of its "name call" opportunities to meet its good faith efforts obligations for participation in the CITYBUILD referral program. This Document 00820 is not intended to interfere or conflict with any collective bargaining agreement or union membership, but rather to promote hiring opportunities to the extent such goals may be met consistent with the requirements of such agreements.
 - D. Contractor or its Subcontractors may decline to hire a referral if the Contractor/Subcontractor considers the referral in good faith but deems the referral not qualified. Once a referral is hired, Contractor/Subcontractor may refer-back a referral to the CITYBUILD program within eight working days of the date of employment. Contractor/Subcontractor may decline or refer-back a referral only upon a written statement as to why the referral was unsuitable to Contractor. CITYBUILD will endeavor to replace the referral as soon as possible.
 - E. In the employment of CITYBUILD referrals who are or who become registered apprentices, Contractor must maintain the proper ratio of apprentices to journeymen for each trade on the job site. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must commit to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Unless otherwise permitted by law, trainees must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or the California Department of Industrial Relations, Division of Apprenticeship Standards. Courses offered by City College of San Francisco and other community college districts or comparable institutions will also be considered.
 - F. Contractor shall comply with its obligations under this program, and shall make a good faith effort to achieve each goal in each trade in which it has employees performing work for the Project. The overall good faith performance by other contractors or subcontractors toward the goal does not excuse any covered contractor's failure to make good faith efforts to achieve the goals.

1.5 PRECONSTRUCTION MEETING

- A. Prior to commencement of construction, Contractor shall attend a preconstruction meeting convened by CITYBUILD staff. Representatives from the Contractor/Subcontractor(s) must have hiring authority.

- B. Any Subcontractor at any tier whose contract is subject to CITYBUILD participation, who does not attend such a meeting, shall not be permitted on the job site, and any resulting delay to the work under this Contract shall be considered the Contractor's avoidable delay. CITYBUILD staff shall convene additional preconstruction meetings within 24 hours of the Contractor's request. The Contractor shall endeavor to include as many prospective subcontractors as possible at these meetings in order not to protract unduly the number of meetings.
- C. Failure to comply with this preconstruction meeting provision may result in the City ordering a suspension of work by the Contractor until the breach has been cured; any delay resulting from such suspension shall be considered the fault of the Contractor and an avoidable delay.

1.6 DOCUMENTATION AND RECORDS

- A. Upon request by CITYBUILD program staff, Contractor shall promptly make available all payroll documentation and records required under San Francisco Administrative Code Chapter 6.
- B. Contractor shall permit representatives of CITYBUILD staff to interview employees during working hours on the Project site.
- C. Upon request by CITYBUILD program staff, Contractor shall provide documentation of its good faith efforts as required under this Document 00820. To facilitate review by CITYBUILD staff, the Contractor shall maintain a CITYBUILD compliance binder on the project site which shall include copies of the Contractor's and Subcontractors' Form 1s and 2s, referrals received, and any other relevant information supporting good faith efforts under this Document 00820.

1.7 PROGRESS PAYMENTS

- A. Failure to demonstrate good faith efforts in conformance with the provisions of this Document 00820 may result in the withholding of progress payments under this Contract.

1.8 LIQUIDATED DAMAGES

- A. The Contractor and its subcontractors acknowledge and agree that their commitment to comply with the CITYBUILD referral program is a material element of the City's consideration for this Contract; that the failure of the Contractor or its subcontractors to comply with the terms and conditions of this Specification Section 00820 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible-to-quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor or its subcontractors from the CITYBUILD referral process, as determined by the CITYBUILD Director during his/her first investigation of the Contractor or any subcontractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the failure by the Contractor or any subcontractor subject to this Specification to comply with its CITYBUILD referral contractual obligations.

- B. The Contractor and its subcontractors further acknowledge and agree that the continued failure to comply with its CITYBUILD referral obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000.00 for each entry level position improperly withheld from the CITYBUILD referral program, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's or its subcontractor's continued failure to comply with the CITYBUILD referral program.

1.9 TERM

- A. The obligations of the Contractor and its subcontractors with respect to their construction work forces, as set forth in this Program, shall remain in effect until Substantial Completion of all work to be performed by the Contractor under the terms and conditions of this Contract.

END OF DOCUMENT



FORM 1: CITYBUILD WORKFORCE PROJECTION FORM

All Prime Contractors and Subcontractors with contracts in excess of \$250,000 must complete the CityBuild Workforce Projection (Form 1) within thirty (30) days of award of contract. It is the Prime Contractor's responsibility to ensure CityBuild receives completed Form 1's from all subcontractors in the specified time and keep a record of these Forms in a compliance binder for evaluation.

Once all Form 1's have been submitted, all contractors, subject to Document 00820, are required to attend a preconstruction meeting convened by CityBuild staff to negotiate a CityBuild Workforce Hiring Plan (Form 2) for this project.

- Contractor's "Core" or "Existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.
- For Construction Contracts: Use this form to indicate the TOTAL estimated number of Journey Level Positions and Entry Level/Apprentice Position that will be needed to perform the work.
- For Non-Construction Contracts: Use this form to indicate all entry-level positions that will be needed to perform the work.
- If company is on multiple projects, please submit one Workforce Projection per project.

Contract No: _____ City DPT: _____ Contractor Name: _____

Project Name: _____ Main Contact: _____

City PM: _____ Contact Number: _____

Labor Trade, Position, or Title	Journey or Apprentice / Entry-Level (J/A)	Number of Core Employees	Estimated Number of Position (s) at Peak of Work	Est. Start Date	Est. End Date	Est. Total Number of Hours To Complete Work	Union?
	J <input type="checkbox"/> A <input type="checkbox"/>						Yes <input type="checkbox"/> No <input type="checkbox"/>
	J <input type="checkbox"/> A <input type="checkbox"/>						Yes <input type="checkbox"/> No <input type="checkbox"/>
	J <input type="checkbox"/> A <input type="checkbox"/>						Yes <input type="checkbox"/> No <input type="checkbox"/>
	J <input type="checkbox"/> A <input type="checkbox"/>						Yes <input type="checkbox"/> No <input type="checkbox"/>
	J <input type="checkbox"/> A <input type="checkbox"/>						Yes <input type="checkbox"/> No <input type="checkbox"/>

**Continue on separate sheet, if necessary. For assistance or questions in completing this form, contact the CityBuild Program of the Department of Economic and Workforce Development, (415) 581-2303.*

Successful Bidder/Company Name Street Address

Name of Signer Title City Zip Email

Signature of Authorized Date Office Cell Phone Fax
Representative Telephone

**PLEASE FAX COMPLETED FORM ATTN: CITYBUILD AT (415)581-2368 OR
EMAIL: KEN.NIM@SFGOV.ORG OR IAN.FERNANDO@SFGOV.ORG
WEBSITE: [HTTP://WWW.OEWD.ORG/CITYBUILD.ASPX](http://www.oewd.org/CITYBUILD.ASPX)
MAIN LINE: (415)581-2335**



FORM 2: CITYBUILD WORKFORCE HIRING PLAN

Contract No: _____ City DPT: _____ Contractor Name: _____

Project Name: _____ Main Contact: _____

City PM: _____ Contact Number: _____

Based on your completed *CityBuild Workforce Projection* (Form 1), the following is a Workforce Hiring Plan for your company to meet your Good Faith Efforts in complying with the City and County of San Francisco's Administrative Code Chapter 83 First Source Hiring Program.

Labor Trade, Position, or Title	Journey or Apprentice / Entry-Level (J/A)	Number of Core Employees	Est # Worker(s) at Peak	Est. Start Date	Est. End Date	First Source Referral Goal	% of First Source Referral
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						
	J <input type="checkbox"/> A <input type="checkbox"/>						

**Continue on separate sheet, if necessary. For assistance or questions in completing this form, contact the CityBuild Program of the Department of Economic and Workforce Development, (415) 581-2303.*

Contractor Street Address

Name of Signer Title City Zip Email

Signature of Authorized Representative Date Office Telephone Cell Phone Fax

Workforce Compliance Officer Signature of Approval Date Office Telephone

**PLEASE FAX COMPLETED FORM ATTN: CITYBUILD AT (415)581-2368 OR
EMAIL: KEN.NIM@SFGOV.ORG OR IAN.FERNANDO@SFGOV.ORG
WEBSITE: [HTTP://WWW.OEWD.ORG/CITYBUILD.ASPX](http://www.owd.org/CityBuild.aspx)
MAIN LINE: (415)581-2335**

DOCUMENT 00822

STATUTORY REQUIREMENTS

1.1 NONDISCRIMINATION IN CONTRACTS AND BENEFITS

- A. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- B. 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. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- C. 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.
- D. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Document by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

1.2 MINIMUM COMPENSATION ORDINANCE FOR EMPLOYEES (MCO)

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P.5 and 12P.5.1 are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at <http://www.sfgov.org/olse>. Capitalized terms used in this Section and not defined in the Agreement

shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

- (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour for the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

If a Covered Employee of a Nonprofit Corporation works in San Francisco, then that employee is covered by San Francisco's Minimum Wage Ordinance, which is Chapter 12R of the Administrative Code. As of January 1, 2007, Chapter 12R's minimum wage is \$9.14 per hour.

- (b) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- (c) Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.
- (d) If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:
 - (1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;
 - (2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;
 - (3) The right to terminate this Agreement in whole or in part;
 - (4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and
 - (5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (D) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

- (e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.
- (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.
- (i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.
- (j) Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.
- (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) all additional statutory remedies.
- (l) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall

thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

1.3 HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at <http://www.sfgov.org/olse>. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- (a) For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- (c) Contractor's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- (d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- (e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

- (g) Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- (h) Contractor shall keep itself informed of the current requirements of the HCAO.
- (i) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (j) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- (k) Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- (l) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- (m) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

1.4 MACBRIDE PRINCIPLES - NORTHERN IRELAND

- A. Under San Francisco Administrative Code section 12F.5, the City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

1.5 PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS

- A. Under San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this Paragraph 1.4, the City may, in addition to any other rights and remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two(2) years. The Controller will not consider Contractor's use of profit as a violation of this Paragraph 1.05.

1.6 PROTECTION OF PRIVATE INFORMATION

- A. Contractor has read and agreed to the terms set forth in San Francisco Administrative Code sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to

comply with the requirements of Section 12M.2 shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Contractor under Chapter 6 or Chapter 21 of the Administrative Code, or debar Contractor.

1.7 ASSIGNMENT UNDER CPCC SECTION 7103.5

- 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.

1.8 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.

1.9 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.

1.10 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By

entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

1.11 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 HRC 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 Human Rights Commission's website: www.sfgov.org/sfhumanrights Alternatively, contact the HRC 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 Human Rights Commission 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 HRC 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 HRC 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 HRC 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 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 forgoing 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 10 percent, Contractor shall comply with all LBE subcontracting provisions of this Document 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 HRC 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 HRC may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
 10. Contractor shall submit HRC Contract Performance Forms (HRC Forms 7, 8, 9, 10 and 11) as set forth in HRC Attachment 1, article 1.03.
 11. Contractor shall comply with the employment and nondiscrimination provisions as set forth in Part IV of HRC Attachment 1.

1.12 CLEAN CONSTRUCTION

- A. Pursuant to chapter 6, section 6.25 of the San Francisco Administrative Code, “Clean Construction on Major Construction Projects” is required.
- B. The City will assess liquidated damages of \$100.00 per day per each piece of off-road equipment and each off-road engine utilized to complete work on the project that violates the Clean Construction requirements of the ordinance.

END OF DOCUMENT

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY – SIDEWALK REPAIR AND MISCELLANEOUS WORK:

- A. The Work to be done under this Contract includes, but not limited to, demolition, sidewalk repair, landscape planting, and various items of reconstruction at various locations in the City and County of San Francisco. The City will issue separate Work Orders which is to be the subject of work under this Contract.
- B. At the time this Contract is bid, the Prime Contractor shall possess a **Class A**, General Engineering Contractor's license, or a **Class C-8**, Concrete Contractor's license.
- C. The Contractor shall demolish, construct, repair, and/or replace sidewalks, driveways, curbs, parking strips (cement and asphalt), brick paving in existing tree basins, side sewer vent covers and frames, install utility boxes and frames, install curb ramps, trim and prune hedges and vegetation, tree canopies and tree roots, all in accordance with these Specifications and the Work Order Package.
- D. All trimming and pruning of tree canopies and roots shall be performed by a licensed Arborist, who is currently certified by the International Society of Arboriculture.
- E. The contract Bid Items cover normal sidewalk work, including but not limited to such Incidental Work as working around and protecting trees, poles, vents, and other normal sidewalk appendages, and doing minor grading.
- F. The Contractor shall take all necessary precautions to isolate and protect the public from hazardous conditions by using protective barricades during construction, and with warning lights during darkness when or as directed by the field inspector.
- G. All work not covered by contract Bid Items shall be done as Changes in the Work in accordance with the General Conditions, Document 00700. Such work may consist of work relating to, but not limited to: underground structures, subsurface obstacles, sub-basements, side-sewer hookups and traps, water, gas, and electrical lines and mains, and any other work necessary, or required, in order to properly construct, repair, and replace sidewalks, driveways, gutters, curbs, and curb ramps.
- H. The contract documents include reference details contained in the Standard Plans of the Bureau of Engineering, Department of Public Works, latest revision. Refer to Document 00015, Drawing Index, for a list of the Standard Plans that will be used in this contract.
- I. The work of this Contract shall only be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays.

1.02 WORK ORDER PACKAGES

- A. The Contractor will be given Work Orders in packages that include multiple work locations. Each work order package may contain a minimum of 5,000 square feet of sidewalk repair work. The issuance of such work orders will commence after the Notice to Proceed and shall continue thenceforth for twelve (12) consecutive calendar months. The Contractor is alerted to the fact that continued issuance of Work Orders by the City will be at the City's sole discretion. Issuance of Work Orders by the City may be discontinued at any time during the term of the Contract if the City determines that the Contractor's progress of the work or the quality of the Contractor's work is deficient. Should the City discontinue issuance of work orders for either of the above reasons, then this Contract may be terminated by the City per Document 00700.
- B. Within 48 hours of receiving a work order package from the City, the Contractor shall respond in writing to the City Representative by FAX (415) 554-5843. The Contractor's written response shall include a schedule showing the start dates specified from the Work Order and the progress the Contractor will follow to complete each individual task location within the time limit specified in the Work Order.
- C. The Contractor shall start work on all Work Order packages within five (5) working days of the date of receipt of the same and shall complete all such work within the time limit as specified in each work order package. Refer to Document 00802 for liquidated damages provisions and completion requirements.
- D. Time is of the essence, as the purpose of this contract is to expedite the maintenance of the public right-of-way and all related work including, but not limited to, the repair, replacement, and management of defective sidewalks, driveways, curbs, parking strips (cement and asphalt), brick paving in existing tree basins, side sewer vent covers and frames, utility boxes and frames, curb ramps, hedges, vegetation and trees in the public right-of-way.
- E. In the event that the Contractor fails to commence and/or prosecute the work ordered by the Director of Public Works within five (5) working days after receiving said Work Orders, the Director of Public Works may have said work performed by others and the cost of said work will be charged against the Contractor, and the Contractor will be held liable on his/ her bond for such charge.
- F. The Contractor shall be responsible for obtaining the inspection of the work and the certification of quantities by the City Representative. The Contractor shall notify the following at least forty-eight (48) hours in advance of doing any work on each Work Order:
- Mr. William Wood
DPW Bureau of Street-Use and Mapping
Division of Inspection Services
875 Stevenson Street, Room 460
San Francisco, California, 94103
415. 554-4926
- G. The City will issue each work order in such a way that the work locations are grouped by vicinity and in close proximity to each other to minimize contractor mobilization time. However, the City at its own discretion may include in any work order up to 10% of the square footage in a location not adjacent to the balance of the work locations. The City will survey entire square blocks, mark the locations of sidewalk repairs, and issue work orders

accordingly. It is expected that the Contractor will complete all work in the square block area prior to commencing work in the next square block area. The Contractor may request a waiver from the requirement to complete a square block prior to commencing work in another square block.

1.03 SIDEWALK LANDSCAPING WORK

- A. The Sidewalk Landscape work to be done under this Contract shall include but not be limited to, the following:
 - 1. Demolition, removal, and disposal of existing concrete sidewalk, and native soil.
 - 2. Supporting and working around existing utilities.
 - 3. Protection of existing street trees to remain throughout the duration of the contract.
 - 4. Installation of paving (concrete, concrete unit pavers, and/or decomposed granite paving), including base course.
 - 5. Rough grading and fine grading.
 - 6. Installation of trees, shrubs, and other planting material, weed fabric (optional), tree stakes, mulch.
- B. The Sidewalk Landscaping Work bid items are included in the Schedule of Bid Prices with minimal quantities for bidding purposes only. The amount and final quantities for this work are not guaranteed. Additional quantities, regardless of amount, shall be paid at the bid price per unit without adjustments in price.
- C. The Sidewalk Landscape Planting work shall be performed by a subcontractor with a C-27 Landscape Contractors License.

1.04 UTILITY BOXES

- A. The Contractor shall contact and work directly with the various utility companies to replace utility company boxes as required in the sidewalk areas. It is assumed the Contractor will not bear any cost for these boxes.
- B. Any damaged meter boxes shall be replaced before placing concrete for new sidewalks. For procurement details and information, contact Mr. Jaime Ramirez of the Public Utilities Commission Water Department at 415.550-4919; Mr. Kevin Solloway of Pacific Gas & Electric at 415.559-8634; Mr. Paul O'Leary of Comcast at 415.859-0530.

1.05 TRAFFIC ROUTING

- A. General
 - 1. The Contractor shall adequately safeguard the general public and the work by furnishing, installing, and maintaining temporary signs, runways, bridges, barricades, guard rails, and other facilities as necessary, or required, and he/she shall provide for the proper routing of vehicular and pedestrian traffic so that pedestrians will not be required to walk into the street, all in accordance with the applicable requirements of Article 11 of the Traffic Code.
 - 2. All traffic signs, barricades, delineators, flashing arrow signs and other traffic control devices shall conform to the requirements of the "Manual of Uniform Traffic Control

Devices 2003 Edition Part 6 Temporary Traffic Controls and to MUTCD 2003 California Supplement". The MUTCD 2003 and the MUTCD 2003 California Supplement are available on the internet at the following web sites:

<http://mutcd.fhwa.dot.gov>

<http://www.dot.ca.gov/hq/traffops/sgntech/mutcdsupp>

3. The Contractor must conform to Public Works Order No. 167,840, regulating barricading methods and materials.

B. Prohibition of Stopping

1. The Contractor may prohibit stopping in parking lanes where and when necessary to gain access to the work or to provide the required traffic lanes, by the posting of "TowAway - No Stopping" signs, in accordance with DPW Standard Plan A-32,400, Ch.2, and Type II barricades per Caltrans Manual of Traffic Controls.
2. Prior to the posting, the Contractor shall obtain a street space permit (see below) and approval for the posting with the Department of Parking and Traffic at 415-554-9928, at least 72 hours in advance of the effective date and time. The Contractor shall post the signs at least 72 hours in advance of the effective date and time.

1.06 CALTRANS ENCROACHMENT PERMITS

A. The Contractor shall obtain an encroachment permit from the offices of CalTrans Encroachment Permit Office, District 04, 111 Grand Avenue, 6th floor, Oakland, CA 94623-0660, before the start of work at any locations under state jurisdiction as follows:

1. Junipero Serra Boulevard, from south city limits near Interstate 280, Interchange to Nineteenth Avenue; along Nineteenth Avenue from Junipero Serra Boulevard to Cross-Over Drive; along Cross-Over Drive from Nineteenth Avenue to By-Pass Drive; along By-Pass Drive from Cross-Over Drive to Park Presidio Boulevard; along Park Presidio Boulevard By-Pass Drive to Lake Street, a total length of 5.93 miles (Highway 1).
2. Park Presidio Boulevard from Lake Street to the Golden Gate Bridge approach, a length of 1.44 miles (Highway 1).
3. Skyline Boulevard, from south city limits to Sloat Boulevard, a length of 2.00 miles (Route 35).
4. Sloat Boulevard from Skyline Boulevard to Nineteenth Avenue, a length of 1.17 miles (Route 35).
5. James Lick Freeway from the Division Street Interchange to the First Street Interchange near the San Francisco -Oakland Bay Bridge, a length of 1.38 miles (U. S. Highway 101 and Interstate 80).
6. James Lick Freeway from the First Street Interchange to the San Francisco-Oakland Bay Bridge; also, along the San Francisco-Oakland Bay Bridge to the easterly city limits, a length of 3.55 miles (Interstate 80).

7. San Jose Avenue from south city limits near Goethe Street to Route 280, a length of 0.21 miles (Route 82).
 8. Bayshore and James Lick Freeways from south city limits at the San Mateo County Line to junction of Central Freeway at the Division of Street Interchange; also, Central Freeway from the Division Street Interchange to end of Freeway at Golden Gate Avenue, a length of 5.99 miles (U. S. Highway 101 and Interstate 80).
 9. Golden Gate Avenue from the west line of Franklin Street to Van Ness Avenue, and Turk Street from the east line of Gough Street to Van Ness Avenue, a length of 0.14 mile; also, Van Ness Avenue from Golden Gate Avenue to Lombard Street, a length of 1.36 miles, a total length of 1.50 miles (U. S. Highway 101).
 10. Southern Freeway from the San Mateo County Line at the St. Charles Avenue Overcrossing to the end of constructed freeway at Brannan Street, a length of 7.54 miles, (Interstate 280); also, freeway on and off-ramps from Mission Street, a length of 0.76 mile, a total length of 8.03 miles, (Interstate 80).
 11. Lombard Street from Van Ness Avenue to Richardson Street, along Richardson Street from Lombard Street to Lyon Street, a length of 1.34 miles (U. S. Highway 101).
 12. Golden Gate Bridge Approach, from Lyon Street to the intersection with the Funston Avenue exit, State Highway Route 1, a length of 1.20 miles (U. S. Highway 101).
- B. Should the bidder require additional information regarding State Encroachment Permits, inquiries are to be directed to:

CalTrans Encroachment Permit Office
District 04
Mr. David Hu, Permit Engineer
111 Grand Avenue, 6th Floor
P.O. Box 23660
Oakland, CA 94623-0660
Telephone 510.286-4986

1.07 PERMIT REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK

- A. Prior to start of any work under this contract, the Contractor shall obtain all necessary sidewalk repairs and street space permits from the DPW-BSM Permit Section, 875 Stevenson Street, Room 460, San Francisco, telephone (415) 554-5810. Separate permits shall be obtained for each work location.
- B. Prior to start of any Sidewalk Landscaping work, the Contractor shall obtain a copy of the Sidewalk Landscaping Permit from the DPW/BSM staff, who is responsible for applying for Sidewalk Landscaping Permit through DPW Urban Forestry Permits and Policy.
- C. Costs for the permits will be waived by the City.

- D. Permits must accompany the Contractor to the jobsite and be presented for review upon request by the City Representative or law enforcement personnel.
- E. Proper barricading of the jobsite to provide ADA-approved path-of-travel for pedestrians and vehicular traffic must be in place prior to and during performance of work.
- F. Failure to obtain proper permits will subject the Contractor to fines totaling \$1,000.00 per day per site.

1.08 AUTOMOBILE RUNWAYS PERMIT

- A. The Contractor shall obtain an Automobile Runway (Drop Curb) Permit, in the name of the abutting property owner as required by Sections 716 and 717 of the Public Works Code, for the construction of each new automobile runway (drop curb). Refer also to Section 01027.
- B. Permits may be obtained at:

Department of Building Inspection
Central Permit Bureau--Construction Services
1660 Mission Street
San Francisco, CA 94103
Telephone: 415-558-6060

- C. Aside from a Sidewalk Repair Permit, a drop curb Permit is not required for repairing an existing approved drop curb.

1.09 CONCRETE SIDEWALK

- A. New concrete sidewalk shall be constructed in accordance with the applicable requirements of Sections 204 and 701 of the Standard Specifications, except that the concrete shall contain a minimum of 25% recycled aggregates. All concrete specified for removal will be required to be removed by saw cutting to neat flag lines without overbreak, as specified in section 701.03 of the Standard Specifications. If overbreak occurs, the entire flag shall be replaced at the Contractor's expense. If reinforcing bars and wire mesh are encountered during sidewalk removal, the Contractor shall remove them as directed by the field inspector. Concrete sidewalk specified for removal shall be removed as Contractor's property and shall be promptly hauled away and disposed of in a legal manner. Cobblestones must be removed and salvaged per DPW Order No. 178,806, and will be paid for at the unit price bid therefore under the Bid Item titled "Salvage and Recycle Excavated Cobblestones".
- B. Expansion joints may be constructed by placing the concrete against 1/4-inch thick expansion joint filler material suitably supported perpendicular to the subgrade; or made with an approved concrete saw capable of cutting a neat straight line to a minimum depth of two (2) inches; or may be a weakened plane joint as per the Standard Specifications.
- C. The Contractor shall construct the new sidewalk within forty-eight (48) hours of removal of the existing sidewalk. The Contractor is responsible for all sidewalk repair work while in progress. In the event of vandalism, the Contractor shall make repairs to the satisfaction of the field inspector at the Contractor's expense.

1.10 TREE AND HEDGE TRIMMING AND ROOT PRUNING

- A. At locations where tree roots are encountered during sidewalk construction, the Contractor shall retain the services of a licensed arborist certified by the International Society of Arboriculture. The arborist shall then trim and remove all roots greater than two (2) inches in diameter within the boundaries of the tree basin, unless otherwise directed by the City Representative. Existing tree roots under the sidewalk shall be removed to a minimum depth of eight (8) inches below finish grade.
- B. Any additional questions relating to tree and/or vegetation matters may be directed to:

Ms. Carla Short
Department of Public Works
Urban Forestry Permits and Policy
2323 Cesar Chavez Street
San Francisco, CA 94124
Telephone 415-641-2674

- C. Canopy and vegetation trimming and tree root pruning shall be paid at the price bid under the Bid Items, "Tree Trimming," "Tree Root Pruning," and "Hedge Trimming for Vegetation."

1.11 CONCRETE CURBS

- A. New concrete curb shall be constructed in conformance with the applicable requirements of Sections 202 and 701 of the Standard Specifications (see Standard Plan No. 87,169), except that the concrete shall contain a minimum of 15% recycled aggregates. Concrete curb, specified for removal, shall be removed as the Contractor's property and shall be promptly hauled away and disposed of in a legal manner. Granite curbs must be removed and salvaged per DPW Order No. 178,806. Gutters and parking strips damaged by the Contractor's operation shall be repaired at no cost to the City.
- B. New concrete curb, satisfactorily constructed, complete in place, will be paid for at the unit price bid therefore under the Bid Item titled "Concrete Curb." Granite curbs removed and salvaged per DPW Order No. 178,806 will be paid for at the unit price bid therefore under the Bid Item titled "Salvage and Recycle Excavated Granite Curbs." The required removal and disposal of existing concrete curb, and all related work required for satisfactory construction of the new curb, shall be performed as incidental work.
- C. The Contractor shall construct the new curb within forty-eight (48) hours of removal of the existing curb.

1.12 COMMON EXCAVATION

- A. The Contractor, in the area covered by the Work Order, shall perform as Incidental Work all excavation and backfill less than an average of 6 inches in depth.

1.13 SIDE SEWER VENT COVERS & FRAMES

- A. The side sewer vent covers shall be malleable iron and the frames shall be cast iron. Neither cover nor frame shall be galvanized. Refer to Section 318 of the DPW Standard Specifications.

1.14 INSTALLATION OF UTILITY BOXES

- A. Utility Boxes obtained from the respective agency shall be installed at the established sidewalk grade.

1.15 AUTOMOBILE RUNWAY (DRIVEWAY) CONSTRUCTION

- A. Automobile runway construction for repairing existing driveways shall be per DPW Standard Plan No. 87,171. Refer also to Section 01027.

1.16 STUMP GRINDING

- A. Work includes grinding stumps and roots within the constructed tree basin dimension to a depth of 12” below the bottom of the constructed pavement. Removal of ground organic debris and replacement with fill material should also be included.

1.17 CURB RAMPS

- A. Curb ramps shall be constructed in accordance with the details shown in the DPW Standard Plan Nos. 55,017, 55,017.1; 55,018, 55,018.1-3, latest revisions, or approved equivalent, which includes the ramp, wings, warning bands, gutters and cutting and installing detectable surface tiles, at locations specified in individual work orders, and will be paid for per unit for completed installation satisfactorily performed per approval by the City representative.
- B. Investigate subsidewalk basement in sidewalk area prior to saw cutting and excavation for curb ramps. If there is a subsidewalk basement and there is sufficient cover to construct the curb ramp, proceed with saw cutting and excavation with care. If there is not sufficient cover to construct the curb ramp, notify the Engineer and stop the construction of the curb ramp.
- C. The Contractor shall notify the County Surveyor at (415) 554-5833 to report any monuments in danger of disturbance, destruction or removal. All City monuments must be protected per State Land Surveyors Act and Section 01540 – Protection of Property. The Contractor shall not disturb, destroy or remove any survey monuments without the approval from the County Surveyor. The Contractor shall salvage any monuments removed during construction and shall deliver these monuments to the Survey Department at 875 Stevenson Street, 4th Floor, San Francisco.
- D. The Contractor shall complete the construction of curb ramp, curb, gutter and sidewalk repair work within 72 hours from commencement of excavation work, so as not to obstruct pedestrian traffic or travel thereon more than is reasonably necessary.

1.18 WORK SCHEDULING

- A. Refer to schedule “Temporary Street Closures” appended to this Section for traffic lane requirements that may affect Contractor’s schedule of operations. Contractor shall obtain the latest street closure schedule from the City Representative prior to start of any work.

- B. Contractor shall coordinate its operations with the City and shall incorporate in its progress schedule activities for all special events that will require Contractor to suspend its operations at the Work site. Suspension of work due to any or all special events shall be done at no extra cost to the City.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

Upcoming Temporary Street Closures

StartDate	StartTime	EndDate	EndTime	Event Name	Type	Location	Status
9/29/2010	7:15 PM	9/29/2010	1/0/00	Giants VS Arizona	Baseball	AT&T Park	
9/30/2010	12:45 PM	9/30/2010	1/0/00	Giants VS Arizona	Baseball	AT&T Park	
10/1/2010	8:00 AM	10/4/2010	1/0/00	Knights of St. Francis Fundraising Event		Vallejo: Columbus to Grant	5/13/2010
10/1/2010		10/3/2010		Komen 3 Day Breast Cancer Walk		No Street Closures Planned	
10/1/2010	7:15 PM	10/1/2010	1/0/00	Giants VS San Diego	Baseball	AT&T Park	
10/1/2010	2:00 PM	10/1/2010	1/0/00	Hardly Strictly Blue Grass		GGP-Lindley, Speedway & Marx Meadows	Rec & Park Permit
10/1/2010	3:00 PM	10/1/2010	1/0/00	Avantine Event		Hotaling: Washington to Jackson	5/13/2010
10/1/2010	10:00 PM	10/4/2010	1/0/00	Transbay Demolition		Beale: Howard to Mission	permit by STP
10/2/2010	12:01 PM	10/2/2010	1/0/00	Neighborhood Block Party	Block	16th Ave: Lake to CA	8/26/2010
10/2/2010	8:00 AM	10/2/2010	1/0/00	SF Homeownership Fair		19th St: Mission to Capp Sts.	8/26/2010
10/2/2010	5:00 PM	10/2/2010	1/0/00	Wedding @ Bix's		Gold: Sansome to Mont; Balance: Gold to Jackson	7/22/2010
10/2/2010	6:00 PM	10/2/2010	1/0/00	Giants VS San Diego	Baseball	AT&T Park	
10/2/2010	9:00 AM	10/2/2010	1/0/00	Neighborhood Block Party	Block	Elsie: Cortland to Eugenia	8/12/2010
10/2/2010	10:00 AM	10/2/2010	1/0/00	Hardly Strictly Blue Grass		GGP-Lindley, Speedway & Marx Meadows	Rec & Park Permit
10/2/2010	11:00 AM	10/2/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	
10/2/2010	8:00 AM	10/2/2010	1/0/00	Neighborhood Block Party	Block	Sanchez: 21st to Hill Sts.	8/26/2010
10/2/2010	8:00 AM	10/3/2010	1/0/00	LovEvolution		Civic Center Area	Disapproved
10/2/2010	10:00 AM	10/2/2010	1/0/00	Love Parade	Parade	2nd: Mkt to Brannan; Mkt: 1st to 10th to Civic Cen	Permit By PD
10/3/2010	12:01 PM	10/3/2010	1/0/00	Neighborhood Block Party	Block	Juri: San Jose to westerly terminus	8/26/2010
10/3/2010	6:00 AM	10/3/2010	1/0/00	Excelsior Street Fair	Fair	Ocean: Mission to Alemany; Persia: Mis to Ocean	8/12/2010
10/3/2010	6:00 AM	10/3/2010	1/0/00	Community St. Event		Erie: Mission to Hwy 101 S. On Ramp	9/9/2010
10/3/2010	4:00 AM	10/3/2010	1/0/00	Castro Street Fair	Fair	Market: Noe to Eureka; Castro: 19th to 16th etc.	7/8/2010
10/3/2010	10:00 AM	10/3/2010	1/0/00	Hardly Strictly Blue Grass		GGP-Lindley, Speedway & Marx Meadows	Rec & Park Permit
10/3/2010	8:15 AM	10/3/2010	1/0/00	Bridge to Bridge Run	Athletic	NB Embarcadero to GG Bridge	5/27/2010
10/3/2010	4:15 PM	10/3/2010	1/0/00	Komen 3 Day Breast Cancer Walk		Bay: Lag to Flm; Buc: Bay to Marina Blvd.	5/27/2010
10/3/2010	1:05 PM	10/3/2010	1/0/00	Giants VS San Diego	Baseball	AT&T Park	
10/5/2010	6:00 AM	10/9/2010	1/0/00	St. Anthony's Foundation		Fulton: Larkin to Hyde	5/27/2010
10/7/2010	5:30 PM	10/7/2010	1/0/00	St. Anthony's Event		Fulton: Larkin to Hyde	5/27/2010
10/7/2010	2:00 PM	10/8/2010	1/0/00	13th Ann. Cocktails on Maiden Lane		Maiden Lane: Grant to Stockton	8/12/2010
10/8/2010	8:00 PM	10/8/2010	1/0/00	Neighborhood Movie Night		Lower Great Hwy: Quintara to Riveria	9/9/2010
10/8/2010	10:00 PM	10/11/2010	1/0/00	Transbay Demolition		Beale: Howard to Mission	permit by STP
10/8/2010	5:00 PM	10/8/2010	1/0/00	Beats for Boobs Fundraising Event		Jessie: Mint to 6th; Mint: Jes to Mission	8/26/2010
10/9/2010	11:00 AM	10/9/2010	1/0/00	Neighborhood Block Party & Movie Night		Lower Great Hwy: Quintara to Riveria	9/9/2010
10/9/2010	7:00 AM	10/9/2010	1/0/00	Mission Community Art Fair		21st St: Harrison to Alabama	withdrawn by sponsor

Upcoming Temporary Street Closures

StartDate	StartTime	EndDate	EndTime	Event Name	Type	Location	Status
10/9/2010	10:00 AM	10/9/2010	1/0/00	Red Umbrellas		Maiden Lane: Stockton to Grant	9/9/2010
10/9/2010	7:00 AM	10/9/2010	1/0/00	Star of the Sea Festival		8th Ave: Clement to Geary	8/12/2010
10/9/2010	11:00 AM	10/9/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
10/9/2010	4:00 PM	10/9/2010	1/0/00	Litquake		Clarion: Valencia to Mission	7/8/2010
10/9/2010		10/11/2010		Fleet Week Activities		Various Locations: Fisherman's Wharf, Marina Green	No Street closures
10/9/2010	7:00 AM	10/9/2010	1/0/00	Cruise Ship		Pier 27	
10/10/2010	7:00 AM	10/11/2010	1/0/00	Burning Man DeCompression		Indiana: Mariposa to 22nd Sts; etc.	8/12/2010
10/10/2010	11:00 AM	10/10/2010	1/0/00	Neighborhood Block Party	Block	Gates: ogden to Crescent	8/26/2010
10/10/2010	5:20 PM	10/10/2010	1/0/00	49'ers VS Philadelphia		Candlestick Park	
10/10/2010	3:00 PM	10/11/2010	1/0/00	Private Event		Waverly: Washington to Clay	7/8/2010
10/10/2010	12:30 PM	10/10/2010	1/0/00	Italian Heritage Day Parade	Parade	Jefferson to Leavenworth to Columbus to Wash. Sq.	Permit by PD
10/10/2010	2:00 PM	10/10/2010	1/0/00	Double Ten Parade	Parade	Grant: Pine to Washington to Portsmouth Sq.	Permit by PD
10/10/2010	5:00 AM	10/10/2010	1/0/00	Photo of Sailors for Fleet Wk		Lombard: Hyde to Leavenworth	
10/13/2010	6:00 AM	10/14/2010	1/0/00	Mint Plaza Workday Event		Mint: Jes to Mis; Jessie: Mint to 6th; Mint Plaza	8/26/2010
10/14/2010	12:01 PM	10/14/2010	1/0/00	Blanc & Otus Private Event		John Maher St: Front to Battery	8/12/2010
10/14/2010	8:00 PM	10/16/2010	1/0/00	Hurley Display for Nike Marathon		Geary (s/s parking lane only): Stockton to Powell	9/23/2010
10/16/2010	9:00 AM	10/16/2010	1/0/00	Neighborhood Block Party	Block	28th Ave: Lincoln to Irving	8/26/2010
10/16/2010	9:00 AM	10/16/2010	1/0/00	SF Artists Guild		Maiden Lane: Stockton to Kea	9/9/2010
10/16/2010		10/17/2010		Treasure Island Music Festival		Avenue of the Palms, Treasure Island	Permit by TI
10/16/2010	8:00 AM	10/16/2010	1/0/00	Potrero Hill Festival		20th St.: Wisconsin to Missouri; Conn: 19th to 22	6/10/2010
10/16/2010	8:00 AM	10/16/2010	1/0/00	Neighborhood Block Party	Block	15th Ave: CA to Lake Sts.	8/26/2010
10/16/2010	11:00 AM	10/16/2010	1/0/00	ODC Community Event		Shotwell: 17th to 18th Sts	withdrawn by sponsor
10/16/2010	11:00 PM	10/17/2010	1/0/00	Nike Marathon	Athletic	Post: Stockton to Mason	3/11/2010
10/16/2010	6:00 AM	10/16/2010	1/0/00	Million Dollar Challenge		Taylor: Bay to North Point Sts.	3/11/2010
10/16/2010	11:00 AM	10/16/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
10/16/2010	10:00 AM	10/16/2010	1/0/00	Neighborhood Block Party	Block	Ulloa St: Sydney Way to Laguna Honda Blvd	7/8/2010
10/16/2010	10:00 AM	10/16/2010	1/0/00	Neighborhood Block Party	Block	Prosper: 16th to 17th Sts.	9/9/2010
10/17/2010	7:00 AM	10/17/2010	1/0/00	Capsule Fall Design Fair		Octavia: Fell to Grove; Linden: Octavia and Gough	3/25/2010
10/17/2010	8:00 AM	10/17/2010	1/0/00	Neighborhood Block Party	Block	2nd Ave: Ca to Lake	8/26/2010
10/17/2010	11:00 AM	10/17/2010	1/0/00	Dancing in the Streets		Noe: Beaver to Market	8/12/2010
10/17/2010	7:30 AM	10/17/2010	1/0/00	Neighborhood Block Party	Block	Shrader: Beulah to Waller	8/26/2010
10/17/2010	10:00 AM	10/17/2010	1/0/00	Neighborhood Block Party	block	Day: Noe to Castro	9/23/2010

Upcoming Temporary Street Closures

StartDate	StartTime	EndDate	EndTime	Event Name	Type	Location	Status
10/17/2010	1:05 PM	10/17/2010	1/0/00	49'ers VS Oakland		Candlestick Park	
10/17/2010	12:01 PM	10/17/2010	1/0/00	Neighborhood Block Party	Block	9th Ave: Anza to Balboa Sts.	8/26/2010
10/17/2010	3:00 AM	10/17/2010	1/0/00	Nike Marathon	Athletic	Various Streets in SF	3/11/2010
10/17/2010	5:00 AM	10/17/2010	1/0/00	Fiesta on the Hill	Fair	Cortland: Bocana to Folsom	4/8/2010
10/22/2010	5:00 AM	10/23/2010	1/0/00	Cocktail Reception		Hotaling: Jackson to Washington	
10/22/2010	2:00 PM	10/22/2010	1/0/00	Arts in the Alley		Wentworth: Wash to Jac; Beckett: Jac to Pac	9/23/2010
10/23/2010	11:00 AM	10/23/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
10/23/2010	12:01 PM	10/23/2010	1/0/00	Neighborhood Block Party	Block	Shotwell: 19th to 20th Sts.	8/26/2010
10/23/2010		10/23/2010		Makin Strides Against Breast Cancer		GGP - Speedway and closed streets	Rec & Park Permit
10/23/2010	9:00 AM	10/23/2010	1/0/00	SF Society of Fine Arts		Maiden Lane: Stockton to Kearny	9/9/2010
10/23/2010	8:00 AM	10/23/2010	1/0/00	Playmates PreSchool Harvest Festival		42nd: Taraval to Santiago	9/23/2010
10/23/2010	7:00 AM	10/23/2010	1/0/00	Noe Valley Harvest Festival	Fair	24th St: Church to Sanchez	8/26/2010
10/24/2010	10:00 AM	10/24/2010	1/0/00	Neighborhood Block Party	Block	7th Ave: Lake to California Sts.	9/9/2010
10/24/2010	9:00 AM	10/24/2010	1/0/00	Neighborhood Block Party	Block	Lexington: 20th to 21st Sts	
10/24/2010	10:00 AM	10/24/2010	1/0/00	Women Walking Tall		Herb Caen Way	Permit by Port
10/24/2010	12:01 PM	10/24/2010	1/0/00	Neighborhood Block Party	Block	Sanchez: 30th to Randall Sts.	8/26/2010
10/24/2010	9:30 AM	10/24/2010	1/0/00	SF Society of Fine Arts Art Show		Maiden Lane: Stockton to Kearny	9/9/2010
10/24/2010	12:01 PM	10/24/2010	1/0/00	Neighborhood Block Party	Block	25th Ave. North: Sea Cliff to Terminus	8/12/2010
10/24/2010	11:00 AM	10/24/2010	1/0/00	Neighborhood Block Party	block	35th Ave: Fulton to Cabrillo	8/26/2010
10/24/2010	12:01 PM	10/24/2010	1/0/00	Neighborhood Block Party	Block	29th Ave: Lake to California	9/23/2010
10/24/2010	9:30 AM	10/24/2010	1/0/00	Sunday Streets		Civic Center Area & Tenderloin	7/22/2010
10/24/2010	11:00 AM	10/24/2010	1/0/00	Neighborhood Block Party	Block	Riverton: Sloat to Ocean	9/24/2010
10/26/2010	8:00 AM	10/30/2010	1/0/00	Election Parking		Grove:(both parking lanes only): Larkin to Polk	9/23/2010
10/26/2010	8:00 AM	10/30/2010	1/0/00	Election Parking		McAllister (s/s parking lane only): Larkin to Polk	9/23/2010
10/29/2010	6:00 PM	10/29/2010	1/0/00	Critical Mass		Justin Herman Plaza to ?	
10/29/2010	12:50 PM	10/29/2010	1/0/00	Civic Center Fire Drill		McA & GGA: Polk to Larkin; Goodlett;	9/23/2010
10/30/2010	7:00 AM	10/30/2010	1/0/00	Taraval St. Fair		Taraval: 46th to 47th aves.	9/9/2010
10/30/2010	3:00 PM	10/30/2010	1/0/00	Neighborhood Block Party	Block	Marston: Edna to westerly terminus	
10/30/2010	10:00 AM	10/30/2010	1/0/00	Neighborhood Block Party	Block	38th Ave: Judah to Kirkham	8/26/2010
10/30/2010	11:00 AM	10/30/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
10/30/2010	8:00 AM	10/30/2010	1/0/00	Neighborhood Block Party	Block	23rd St: Castro to Diamond	8/26/2010
10/30/2010	10:00 AM	10/30/2010	1/0/00	Neighborhood Block Party	Block	Oakwood: 18th to 19th Sts.	
10/31/2010	10:00 AM	10/31/2010	1/0/00	Neighborhood Block Party	Block	Vermont: 24th to 25th Streets	9/23/2010
10/31/2010	4:00 PM	10/31/2010	1/0/00	NOPNA Block Party	Block	Grove: Central to Baker: Lyon: Fulton to Hayes	
10/31/2010	2:00 PM	10/31/2010	1/0/00	Church Event	block	15th Ave: California to Clement	9/23/2010
10/31/2010	9:00 AM	10/31/2010	1/0/00	Neighborhood Block Party	block	Mirabel: Shotwell to Coso	9/23/2010

Upcoming Temporary Street Closures

StartDate	StartTime	EndDate	EndTime	Event Name	Type	Location	Status
10/31/2010	5:00 PM	10/31/2010	1/0/00	Neighborhood Halloween Trick or Treat		Fair Oaks: 22nd to 26th Sts.	9/23/2010
10/31/2010	5:30 PM	10/31/2010	1/0/00	Neighborhood Halloween Trick or Treat		Chenery: Diamond to Surrey; Brompton: Bos to Chen	w/drawn by sponsor
10/31/2010	11:00 AM	10/31/2010	1/0/00	Neighborhood Block Party	Block	15th Ave: Lincoln to Irving	8/26/2010
10/31/2010		10/31/2010		Barbary Coast Walk		Old Mint to Aquatic Park	No Street Closures
11/2/2010	12:01 AM	11/3/2010	1/0/00	Election Parking		Van Ness: (e/s parking lane only): Grove to Lwales	9/23/2010
11/2/2010	12:01 AM	11/3/2010	1/0/00	Election Parking		McAllister (s/s parking lane only) Larkin to Polk	9/23/2010
11/2/2010	12:01 AM	11/3/2010	1/0/00	Election Parking		Grove:(both parking lanes only): Van to Larkin	9/23/2010
11/3/2010	6:00 PM	11/3/2010	1/0/00	Day of the Dead Procession	Parade	24th: Mission to Bryant; Bryant: 25th to 21st	Permit by PD
11/6/2010	7:00 AM	11/6/2010	1/0/00	Jr. League Home Tour		St. Francis Blvd: San Anselmo to San Buenaventura	8/26/2010
11/6/2010	11:00 AM	11/6/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
11/6/2010	9:00 AM	11/13/2010	1/0/00	SF Artists Guild		Maiden Lane: Stockton to Kea	9/9/2010
11/7/2010	6:30 AM	11/7/2010	1/0/00	Fall US Half Marathon	Athletic	Van Ness S/B: NPt to Bay; Bay: Van to Laguna	
11/7/2010	6:30 AM	11/7/2010	1/0/00	Fall US Half Marathon	Athletic	Marina Blvd N/B only: Buch to Lyon; etc	
11/7/2010	9:30 AM	11/7/2010	1/0/00	SF Society of Fine Arts Art Show		Maiden Lane: Stockton to Kearny	9/9/2010
11/13/2010	8:00 AM	11/13/2010	1/0/00	Homestead Bar Anniversary Party		19th St: Folsom to Treat	9/23/2010
11/13/2010	11:00 AM	11/13/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
11/13/2010	10:00 AM	11/13/2010	1/0/00	Red Umbrellas		Maiden Lane: Stockton to Grant	9/9/2010
11/14/2010	1:15 PM	11/14/2010	1/0/00	49'ers VS St. Louis		Candlestick Park	
11/20/2010	11:00 AM	11/20/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
11/21/2010	1:05 PM	11/21/2010	1/0/00	49'ers VS Tampa Bay		Candlestick Park	
11/25/2010	6:00 AM	11/25/2010	1/0/00	Salvation Army Food Giveaway		2 southerly lanes of Harrison: 9th to 200 ft. east	
11/26/2010	6:00 PM	11/26/2010	1/0/00	Critical Mass		Justin Herman Plaza to ?	
11/27/2010	11:00 AM	11/27/2010	1/0/00	Trial Period for Off The Grid: Mobile Food Hub		McCoppin: Valencia to Westerly Terminus	9/9/2010
11/28/2010	7:45 AM	11/28/2010	1/0/00	Run Wild for A Child	Athletic	Oak,Fell: Masonic to Stanyan etc	5/27/2010
12/4/2010	7:00 AM	12/4/2010	1/0/00	Hamlin School Winter Festival		Broadway: Buchanan to Webster	
12/11/2010	8:00 AM	12/11/2010	1/0/00	Santa Sightings in the Tenderloin		Jones: McAllister to Golden Gate	9/23/2010
12/12/2010	1:05 PM	12/12/2010	1/0/00	49'ers VS Seattle		Candlestick Park	
12/17/2010	6:30 PM	12/18/2010	1/0/00	Valet Parking for Concouse Exhibition Center		8th St.: Townsend to Brannan	9/23/2010

Upcoming Temporary Street Closures

StartDate	StartTime	EndDate	EndTime	Event Name	Type	Location	Status
12/19/2010	3:00 PM	12/19/2010	1/0/00	Cruise Ship		Pier 35 South	
12/25/2010	6:00 AM	12/25/2010	1/0/00	Salvation Army Food Giveaway		Clara: 4th to 5th	
12/31/2010	6:00 PM	12/31/2010	1/0/00	Critical Mass		Justin Herman Plaza to ?	
12/31/2010	10:00 PM	1/1/2011	1/0/00	Breakfast of Champions		Utah: 15th to Alameda Sts.	9/9/2010
1/2/2011	1:15 PM	1/2/2010	1/0/00	49'ers VS Arizona		Candlestick Park	
1/9/2011		1/9/2011		Kraft Fight Hunger Bowl (football)		No street closures - AT&T Park	
1/29/2011	12:01 AM	1/30/2011	1/0/00	Chinese Flower Market Fair	Fair	Gra: Bdw to Clay; Pac: Col to Sto etc	
1/30/2011	12:01 AM	1/30/2011	1/0/00	Vietnamese Tet Festival	Fair	Larkin: Eddy to Ofa; Ellis: Polk to Hyde	
2/6/2011	7:30 AM	2/6/2011	1/0/00	KP Half Marathon	Athletic	Oak, Fell: Masonic to Stanyan, etc.	5/27/2010
2/13/2011	7:00 AM	2/13/2011	1/0/00	Chinatown YMCA Run	Athletic	Grant: CA to Pac; Sto: Pac to N.Pt.	
2/19/2011	12:01 AM	2/20/2011	1/0/00	Community Street Fair	Fair	Gra: Bdw to Cla; Pac: Col to Sto etc	
2/19/2011	5:00 PM	2/19/2011	1/0/00	Chinese New Year Parade	Parade	Mkt to Gea to Pow to Post to Kea	Permit by PD
3/17/2011	3:00 PM	3/17/2011	1/0/00	St. Patrick's @ The Avantine		Hotaling: Washington to Jackson	5/13/2010
3/19/2011	6:00 AM	3/20/2010	1/0/00	Emerals Across the Bay 12K	Athletic	Jefferson: Hyde to westerly Terminus	5/27/2010
3/20/2011	4:00 AM	3/20/2011	1/0/00	Emerald Across the Bay 12 K	Athletic	Jeff: Hyde to westerly Terminus; Van: Npt to term.	5/27/2010
4/10/2011	6:30 AM	4/10/2011	1/0/00	Spring US Half Marathon	Athletic	Marina Blvd N/B only: Buch to Lyon; etc	
4/10/2011	6:30 AM	4/10/2011	1/0/00	Spring US Half Marathon	Athletic	Van Ness S/B: NPt to Bay; Bay: Van to Laguna	
5/5/2011	3:00 PM	5/5/2011	1/0/00	Cinco de Mayo @ The Avantine		Hotaling: Washington to Jackson	5/13/2010
6/5/2011	6:00 AM	6/5/2011	1/0/00	Escape From Alcatraz Triathlon	Athletic	Various in the N/W quadrant of SF & GGP	
6/12/2011	9:00 AM	6/12/2011	1/0/00	Neighborhood Block Party	Block	Lexington: 20th to 21st Sts	
6/25/2011	5:30 AM	6/25/2011	1/0/00	Sharkfest Swim		Jefferson: Hyde to westerly terminus	Hold
7/24/2011		7/24/2011		31st Alcatraz Triathlon	Athletic		
7/31/2011		7/31/2011		SF Marathon	Athletic	Various Throughout the SF	
8/21/2011	6:00 AM	8/21/2011	1/0/00	Tri-CA Alcatraz Triathlon	Athletic	Various Throughout SF	
9/9/2011		9/11/2011		Komen 3 Day Breast Cancer		No Street closures	
9/10/2011	12:01 AM	9/11/2011	1/0/00	Chinatown Moon Festival	Fair	Grant Ave: CA to Bwd etc	
9/11/2011	4:15 PM	9/11/2011	1/0/00	Komen 3 Day Closing Ceremony		Bay: Lag to Flm; Buc: Bay to Marina Blvd.	
10/2/2011		10/6/2011		Oracle OpenWorld		Howard: 3rd to 4th etc.	
10/14/2011	6:00 AM	10/20/2011	1/0/00	Jewish Home Benefit		Fulton: Larkin to Hyde Sts.	
10/23/2011		10/23/2011		2011 Nike Marathon	Athletic	Various Throughout the SF	
7/29/2012		7/29/2012		SF Marathon	Athletic	Various Throughout the SF	

SECTION 01026

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Submittal requirements, coordination, review and acceptance of the schedule of values for evaluating progress payment applications.
- B. Related Documents:
 - 1. General Conditions, Article 9, Payments and Completion.
- C. Related Sections: Section 01027 - Applications for Payment

1.2 SUBMITTAL REQUIREMENTS

- A. Submit within 15 calendar days after the Notice to Proceed date but in no event later than 7 days before Contractor's initial application for payment, a schedule of values covering the lump sum items.
- B. The schedule of values shall consist of a detailed cost breakdown of Contractor's Bid covering the Lump Sum Work and Lump Sum Items of Work by classification, in accordance with the Construction Specifications Institute 16 Division format (1995 Edition) as represented by the Specifications Table of Contents.
- C. The specific format and detail shall be acceptable to the City Representative for estimating and evaluating progress payments, as follows:
 - 1. An unbalanced schedule of values providing for overpayment of Contractor on items of work that would be performed first will not be accepted.
 - 2. The sum of the individual costs listed in the schedule of values shall equal the lump sum price bid under the Bid Item in the Schedule of Bid Prices for the Work activity.
 - 2. Provide breakdown in sufficient detail to facilitate continued evaluation of progress payment applications.
 - 3. Show the total cost of each item of work including all labor, material, equipment, fixed cost elements, incidental expenses, and overhead and profit.
 - 4. Overhead and profit shall not be listed as separate items.
 - 5. Identify separate line items for temporary items, mobilization, final cleaning, operations and maintenance manuals, and start-up, adjusting and testing.
 - 6. Coordinate the preparation of the schedule of values with Contractor's progress schedule.

1.3 REVIEW AND ACCEPTANCE

- A. The City Representative will review and return Contractor's schedule of values with comments within 7 days of its receipt. Contractor shall make corrections requested by the City Representative and resubmit for approval within 3 days.

- B. Final acceptance by City Representative shall indicate only consent to the schedule of values as a basis for preparation of applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION (Not Used.)

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedures for preparation and submittal of Progress Payment requests.
- B. Related Documents
 - 1. Document 00700 – General Conditions, Article 9, Payments and Completion.
 - 2. Document 00400 – Bid Form.
- C. Related Sections
 - 1. Section 01026 - Schedule of Values.
 - 2. Section 01310 - Progress Schedules.

1.2 SCOPE

- A. Payment for the various items of the Schedule of Bid Prices, as further specified herein, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured products, and for all labor, operations, overhead and profit, applicable taxes, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of work in accordance with drawings and as specified. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Prices, and all costs therefor shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.
- B. Contract Prices shall be deemed to include all bonds and insurance, all appurtenances necessary to complete the required Work, including all costs for compliance with the regulations of public agencies having jurisdiction, including Health and Safety Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and including all costs for loss or damage arising from the Work, or from action of the elements, for any unforeseen difficulties which may be encountered, and for all risks of every description connected with the prosecution of the Work until Project Completion, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract.
- C. Except as otherwise expressly stipulated in the Contract Documents, no payment shall be made for materials stored on-site or off-site, and for materials not yet incorporated into the Work on site.
- D. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of its obligation to make good all defective work or materials.

1.3 BASIS OF PAYMENT

- A. Unit Price Work
1. The City shall determine the quantities of Work to be paid for any item for which a unit price is fixed in the Contract.
 2. Unless otherwise provided, determination of the number of units of Work so completed shall be based, as far as practicable, on the actual measurement or count made by the City Representative of the Work satisfactorily completed within the prescribed limits.
 3. Measurement and computations shall be made by methods as the City may consider appropriate for the class of Work measured.
 4. Should the actual quantities of Work performed under any unit price be greater or less than the estimated quantity stipulated on the Schedule of Bid Prices, or if an item of Work is deleted, the final Contract cost shall be adjusted by Change Order to reflect the actual quantities and actual costs including fixed costs for unit price items.
- B. Lump Sum Work: When the estimated quantity for specific portions of Work is not indicated on the Schedule of Bid Prices and unit is designated as lump sum, payment shall be on a lump sum basis for Work satisfactorily completed as set forth in the Specifications and shown on the Drawings.
- C. Monthly payment requests shall be based upon information developed at monthly Application for Payment meetings and shall be prepared by Contractor. The approved Schedule of Values shall be the basis for Contractor's payment requests.
1. No partial Progress Payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.
 2. Submission of a Progress Schedule update in accordance with Section 01310 – Progress Schedules for the same period of the Progress Payment application shall be a condition precedent to making the Progress Payment application.

1.4 APPLICATION AND SCHEDULE PROCEDURES

- A. On the 25th of each month submit an itemized Application of Payment to the City Representative by email with all required supporting documents attached in PDF format or in other Windows file formats (except Certified Payrolls) covering the Work completed as of the date of the Application for Payment.
1. Submit a progress schedule update with each Application for Payment.
 2. List each authorized Change Order executed prior to date of submission by Change Order Number and description, as for original items of work.
 3. When the City requires substantiating data, Contractor shall submit suitable information with cover letter identifying Application of Payment number and date, line item by number and description.
 4. Submit Certified Payrolls through the City's internet-based Project Reporting System. Refer to Paragraph 9.03M of the General Conditions.
 5. Specify the desired Method of Payment, either by electronic funds transfer through Bank of America Paymode or by check.
- B. Progress payments for the work performed under this Contract will be made in the manner described in Paragraph 9.03 of the General Conditions.

1. Progress payments will be based upon progress estimates by Contractor and verified by the City of the actual physical progress of the work, utilizing the Schedule of Values approved by the City.
 2. Progress payments will be made on a monthly basis and no mid-monthly payments will be made regardless of the value of the work and material incorporated prior thereto.
 3. Contractor shall certify its estimate of the quantities of the work completed, contained in the monthly progress payment estimate, by signing each such estimate prior to its submission.
 4. Contractor shall submit Project Record Drawings as specified below under article "Project Record Drawings."
 5. The City will make final determination if agreement cannot be reached on Contractor's progress payment request.
- C. The City shall issue payments to Contractor through the City's electronic payment system called PayMode-X[®]. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.
- D. Pursuant to California Public Contract Code Section 22300, Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the City.
1. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City Controller or with a state or federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract.
 2. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16420 of the Government Code and to bank or savings and loan certificates of deposit.
 3. Contractor shall enter into escrow agreement with City Controller for in-lieu construction payment retention provided by City, specifying amount of securities to be deposited, terms and conditions of conversion into cash in case of Contractor's default, and termination of escrow upon completion of Contract.
 4. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

1.5 PROGRESS ESTIMATES

- A. Upon receiving Contractor's monthly progress payment application, the City will review progress breakdown and make adjustments to percent of completion of each item of Work.
1. Monthly progress payments will be made based on the total value of Work items completed or partially completed, as determined by the City with participation of Contractor.
 2. Accumulated retainage will be shown as separate item in payment summary.

- B. After approving the finalized Progress Payment Report, the City will commence payment processing electronically. The payments will be made in accordance with Contractor's specified Method of Payment.

1.6 PROJECT RECORD DRAWINGS

- A. Submit original and one (1) copy of the Project Record Drawings (As-Builts) with the monthly progress payments to the City Representative in the field for his/her review. The original Record Drawings will be returned to the Contractor within fourteen (14) calendar days of submittal. The Contractor shall update the Record Drawings based on the City Representative's comments and resubmit the drawings for record. If the Record Drawings are not kept current or not furnished when specified herein, Progress Payments and if necessary the Final Payment will be withheld.

1.7 ELECTRONIC CERTIFIED PAYROLLS

- A. In accordance with the requirements of Paragraph 9.03M of the General Conditions, Contractor shall submit certified payrolls to the City electronically via the City-selected Project Reporting System ("PRS"), an internet-based program. This submittal is required for Progress Payments as specified in this Section 01027. In addition to data relating to weekly payroll information, the Contractor, Subcontractors and Suppliers shall enter in appropriate fields of the PRS information regarding new hires, including name and date hired of each new employee.

1.07 DESCRIPTION OF BID ITEMS

- A. Bid Item No. R-1, 3-1/2 INCH THICK CONCRETE SIDEWALK WITH 25% MINIMUM RECYCLED AGGREGATE

Measurement and Payment for constructing 3-1/2 inch concrete sidewalk with 25% minimum recycled aggregate will be made per square foot at the unit price bid for this Bid Item. Work includes demolition and disposal of existing sidewalk, construction of new sidewalk at locations specified in individual work orders, sidewalk portion of automobile driveways, and sidewalk portions behind curbs to be reconstructed. Refer to Standard Specifications Section 204.10 and DPW Standard Plans 87,171 and 87,173.

- B. Bid Item No. R-2, CONCRETE CURB WITH 15% MINIMUM RECYCLED AGGREGATE

Measurement and Payment for constructing concrete curb with 15% minimum recycled aggregate will be made per linear foot at the unit price bid for this Bid Item. Work includes demolition and disposal of existing curb, construction of new curbs at locations specified in individual work orders, drop curbs for automobile driveways in accordance with DPW Standard Plan No. 87,169. Refer to Standard Specifications Section 202.

- C. Bid Item No. R-3, COMMON EXCAVATION AND BACKFILLING

Measurement and Payment for common excavation and backfilling with native soil will be made per cubic yard at the unit price bid for this Bid Item. Work includes excavation

and backfill, only for soil below the top 6 inches from the top of sidewalk surface, at locations specified in individual work orders, preparation of subgrade to proper grade, and compaction to proper compaction ratio. The removal of sidewalks and curbs shall be done as Incidental Work under Sidewalk and Curb Bid Item. Refer to Standard Specifications Section 700-714.

D. Bid Item No. R-4, SIDE SEWER VENT COVER

Measurement and Payment for side sewer vent covers will be made per quantity, each, at the unit price bid for this Bid Item. Work includes furnishing and installing vent covers at locations specified in individual work orders. Refer to Standard Specifications Section 318.

E. Bid Item No. R-5, SIDE SEWER VENT FRAME, COVER, AND SURROUNDING SIDEWALK TO NEAREST JOINT LINE

Measurement and Payment for side sewer vent frame, cover, and incidental sidewalk restoration to the nearest joint line will be made per quantity, each, at the unit price bid for this Bid Item. Work includes furnishing and installing vent frames, at locations specified in individual work orders, including all incidental work. Refer to Standard Specifications Section 318.

F. Bid Item Nos. R-6, R-7, and R-8, TREE TRIMMING

Measurement and Payment for tree trimming will be made per quantity, each, of trees trimmed, at the unit price bid for the appropriate Bid Items 6, 7, and 8. Work includes tree trimming for various tree sizes, retaining the services of a licensed arborist, and all incidental work at locations specified in individual work orders.

G. Bid Item No. R-9, TREE ROOT PRUNING

Measurement and Payment for tree root pruning will be made per square foot of root area pruned at the unit price bid for this Bid Item. Work includes removal of all roots greater than two (2) inches in diameter, retaining the services of a licensed arborist, and all incidental work at locations specified in individual work orders. All tree root pruning will possibly be inspected by Public Works Urban Foresters in accordance with Article 16 of the Public Works Code.

H. Bid Item No. R-10, TREE STUMP GRINDING

Measurement and Payment for tree stump grinding will be made per quantity, each, of tree stump grinded, at the unit price bid for this Bid Item. Work includes grinding stumps and roots within the constructed tree basin dimension to a depth of 12" below the bottom of the constructed pavement, removal of ground organic debris and replacement with fill material, and all incidental work at locations specified in individual work orders.

I. Bid Item Nos. R-11, R-12, and R-13, HEDGE TRIMMING FOR VEGETATION

Measurement and Payment for hedge trimming for vegetation will be made per quantity, each, of vegetation trimmed, at the unit price bid for the appropriate Bid Items 11, 12,

and 13. Work includes hedge trimming for various vegetation sizes, retaining the services of a licensed arborist, and all incidental work at locations specified in individual work orders.

J. Bid Item No. R-14, REMOVAL OF METAL OR CONCRETE TREE GRATE AND GUARD

Measurement and Payment for removal of metal or concrete tree grate and guard will be made per quantity, each, at the unit price bid for this Bid Item. Work includes proper disposal or delivery of tree grates as specified in the Work Order Package.

K. Bid Item No. R-15, SIDEWALK DEMOLITION AND EXCAVATION ONLY, NO POUR BACK

Measurement and Payment for sidewalk demolition and excavation will be made per square foot at the unit price bid for this Bid Item. Work includes proper disposal of excavated and demolished material as specified in the Work Order Package.

L. Bid Item No. R-16, REMOVAL OF BRICKS IN TREE BASIN INCLUDING BACKFILL

Measurement and Payment for removal of bricks in tree basin including backfill to sidewalk finish will be made per quantity, each, of tree basin location at the unit price bid for this Bid Item. Work includes proper disposal of excavated and brick material as specified in the Work Order Package.

M. Bid Item No. R-17, REMOVAL AND REPLACEMENT OF DAMAGED UTILITY BOX INCLUDING SIDEWALK RECONSTRUCTION TO THE NEAREST JOINT LINE

Measurement and Payment for removal and replacement of damaged utility box will be made per quantity, each, of utility box replaced at the unit price bid for this Bid Item. Work includes restoration of sidewalk to the nearest joint line, proper disposal of excavated material, obtaining the box from the appropriate agency (assumed to be at no cost to contractor), and all incidental work as specified in the Work Order Package.

N. Bid Item No. R-18, REPLACEMENT OF UTILITY BOX COVER

Measurement and Payment for replacement of utility box cover will be made per quantity, each, of utility box cover replaced at the unit price bid for this Bid Item. Work includes obtaining the utility box cover from the appropriate agency (assumed to be at no cost to contractor), and all incidental work as specified in the Work Order Package.

O. Bid Item No. R-19, STANDARD CURB RAMP WITH DETECTABLE SURFACE TILES

Measurement and Payment for construction of standard curb ramps will be made per quantity, each, of curb ramps constructed at the unit price bid for this Bid Item. Work includes demolition of existing sidewalk and curb, incidental excavations, construction of the ramp, warning band, wings, curbs, gutters, all as shown on the DPW Curb Ramp

Standard Plans 55,017 and 55,017.1 (drawings CR-1 and CR-2). Restoration of sidewalk as required to construct the curb ramp shall be paid under Bid Item No. R-1.

P. Bid Item No. R-20, NONSLIP COATING FOR METAL COVER

Measurement and Payment for replacement of nonslip coating for metal cover will be made per square foot of metal cover coated at the unit price bid for this Bid Item. Work includes all incidental work as specified in the Work Order Package.

Q. Bid Item No. R-21, SALVAGE AND RECYCLE EXCAVATED COBBLESTONES

Measurement and Payment for salvaging and recycling excavated cobblestones will be made per quantity, each, of cobblestone salvaged at the unit price bid for this Bid Item. Work includes all incidental work as specified in the Work Order Package. Cobblestones must be removed and salvaged per DPW Order No. 178,806.

R. Bid Item No. R-22, SALVAGE AND RECYCLE EXCAVATED GRANITE CURBS

Measurement and Payment for salvaging and recycling excavated granite curbs will be made per linear foot of granite curbs salvaged at the unit price bid for this Bid Item. Work includes all incidental work as specified in the Work Order Package. Granite curbs must be removed and salvaged per DPW Order No. 178,806.

S. Bid Item No. L-1, TOP SOIL

Measurement and Payment for furnishing and placement of top soil will be made per cubic yard at the unit price bid for this Bid Item. Work includes placement of top soil to mix with native soil, fill planting pits, and fill planting bed to desired level, and all incidental work as specified in the Work Order Package.

T. Bid Item Nos. L-2, L-3, and L-4, MULCH

Measurement and Payment for furnishing and placement of mulch for each option will be made per square foot at the unit price bid for the appropriate Bid Item. Work includes placement of mulch and all incidental work as specified in the Work Order Package.

U. Bid Item Nos. L-5 through L-20, PLANTING

Measurement and Payment for planting for each option will be made per quantity, each, of planting module completed at the unit price bid for the appropriate Bid Item. Work includes all incidental work as specified in the Work Order Package. Refer to Sidewalk Landscaping Reference Drawings.

V. Bid Item Nos. L-21, L-22, and L-23, COURTESY STRIP EDGE ZONE

Measurement and Payment for constructing courtesy strip edge zone for each option will be made per square foot of edge zone completed at the unit price bid for the appropriate Bid Item. Work includes all incidental work as specified in the Work Order Package. Refer to Sidewalk Landscaping Reference Drawings.

W. Bid Item Nos. L-24 through L-27, EDGE TREATMENT

Measurement and Payment for constructing edge treatment for each option will be made per linear foot of edge treatment completed at the unit price bid for the appropriate Bid Item. Work includes all incidental work as specified in the Work Order Package. Refer to Sidewalk Landscaping Reference Drawings.

X. Bid Item No. L-28, TREE SELECTED FROM LIST, 15-GALLON WITH STAKING

Measurement and Payment for furnishing and planting 15-gallon trees will be made per quantity, each, of tree planted at the unit price bid for this Bid Item. Work includes planting, staking, and all incidental work as specified in the Work Order Package. Refer to Sidewalk Landscaping Reference Drawings.

Y. Bid Item No. L-29, FILTER FABRIC

Measurement and Payment for furnishing and installing filter fabric will be made per square foot of fabric installed at the unit price bid for this Bid Item. Work includes all incidental work as specified in the Work Order Package.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 CODES

- A. All work of the Contract shall conform to or exceed the applicable requirements the 1992 editions of the San Francisco Building Code and the California Building Standards Code (CCR Title 24) and the 1990 California Historical Building Code.
- B. In addition, comply with the applicable laws, ordinances, rules and regulations, including but not limited to the following:
 - 1. CCR Title 8, Industrial Relations.
 - 2. CCR Title 17, Public Health.
 - 3. CCR Title 19, Fire Marshal.
 - 4. California Health and Safety Code.
 - 5. San Francisco Electrical Code.
 - 6. San Francisco Plumbing Code.
 - 7. San Francisco Fire Code.
 - 8. San Francisco Police Code, Article 29, Regulation of Noise.
 - 9. San Francisco Department of Public Works, Bureau of Engineering, Standard Specifications. (Refer to Section 01090 for availability of Standard Specifications.)
 - 10. San Francisco Health Code, Article 21, Underground Tank Regulations.
 - 11. San Francisco Park Code.
 - 12. Americans with Disabilities Act Accessibility Guidelines (ADAAG) July 26, 1991.
 - 13. San Francisco Environment Code.
- C. Other Applicable Laws and Regulations: All applicable Federal, State, and local laws, and the latest rules and regulations of governing utility districts and the various other authorities having jurisdiction over construction and completion of the Work, including but not limited to the State Fire Marshal, Cal-OSHA and the State Construction Safety Orders, and the California Labor Code, shall apply to the Contract throughout, and they shall be deemed to be included in the Contract Documents as though printed herein.
- D. Obtain copies of codes and reference standards when required by the Contract Documents.
- E. The codes referred to shall have full force and effect as though printed in these Specifications. Nothing in the Contract Documents shall be construed to permit work not conforming to the governing code requirements.
- F. The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the work is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the work under the Contract Documents.

1.2 SEISMIC LOADING DESIGN PROVISIONS

- A. Contractor shall be responsible for the design of all supports and anchorages for all nonstructural components including mechanical and electrical equipment, pumps, and piping to be constructed or installed by Contractor.
- B. The Contractor shall provide the services of a civil or structural engineer registered in the State of California for preparing such designs, which shall be in accordance with the seismic loading provisions of the current edition of the San Francisco Building Code, using an importance factor of 1.0 or greater.
- C. Shop drawings and supporting calculations of all supports and anchorages shall bear the seal, signature and license expiration date of the engineer hired by the Contractor.

1.3 TRENCH SUPPORT DESIGN PROVISIONS

- A. Shoring of excavations during construction shall be in accordance with the requirements of Paragraph 12.02, Persons and Property, of the General Conditions; shall include adequate sheeting, shoring, and bracing, or equivalent method for the protection of life and limb; and shall conform to the applicable Safety Orders of OSHA and Cal/OSHA.
- B. As required by Section 6705 of the California Labor Code, whenever the work involves trench excavation 5 feet or more in depth, plans and calculations for the shoring system shall be submitted for review and approval prior to trench excavation. If such plans vary from the shoring standards established by the State Construction Safety Orders, the plans shall be prepared by a civil or structural engineer registered in the State of California. Approval shall not relieve Contractor of its responsibility to provide a satisfactory and safe shoring system.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION (Not Used.)

END OF SECTION 01060

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide such construction facilities and temporary controls, construction equipment and staging, hoists, barricades, temporary utilities and services, sanitary facilities, security, and similar facilities and controls as required to perform the Work and to safeguard personnel, property, and the public. Include installation, maintenance, and removal of all such temporary facilities and controls.

1.2 QUALITY ASSURANCE

- A. Codes and Standards: Temporary construction facilities shall conform to the applicable requirements of the following laws and standards:
1. Cal-OSHA, C.C.R. Title 8, Construction Safety Orders.
 2. Associated General Contractors of America (AGC), Manual of Accident Prevention on Construction.
- B. Regulatory Requirements: All required temporary facilities and equipment shall also be in accordance with applicable Federal, State, City, and utility laws, rules, and regulations. Nothing in these Contract Documents shall be construed to permit work which does not conform to the above referenced codes, regulations, and standards.
- C. Permits and Licenses: Obtain all special permits, easements, and licenses and give all notices required for providing temporary construction facilities and controls.

1.3 TEMPORARY UTILITIES AND FACILITIES

- A. Provide, maintain, and pay for electricity, water, telephone, and sanitary facilities, and provide all temporary service connections, lines and meters. Establish utility service accounts with utility companies providing services and pay all bills for services used. Exercise measures to conserve water and electricity.
- B. Temporary Sanitary Facilities: Provide and maintain on a weekly basis temporary portable toilet facilities at the site.
- C. Barriers: Provide barriers to prevent unauthorized entry to construction areas, to protect the public, existing facilities, and adjacent properties from damage from construction operations and demolition. Protect the public safety by proper barricading of excavations after working hours. Comply with construction site accessibility requirements specified in these Specifications.
- D. Confined Space Entry: Provide all equipment or assistance to make the confined space safe for entry by the City Representative conforming to California Administration Code, Title 8, General Industry Safety Orders entitled "Confined Spaces".

1.4 TEMPORARY CONTROLS

- A. **Cleaning During Construction:** Perform the work in a manner to minimize the generation of dust, dirt, rubbish, and other debris, to prevent dust and debris from interfering with the progress of the work, and to keep dust and debris from accumulating at the Work site or adjacent areas. Maintain the site in a clean and orderly condition. Remove debris and rubbish from the site daily.
- B. **Graffiti Control:** Maintain the site, equipment, and fences free of graffiti. Remove all graffiti daily using methods which cause no damage to the work or existing facilities.
- C. **Water Control:** Provide water barriers to control water or other liquids, and should conditions develop control and suitably dispose of such liquids by means of temporary pumps, troughs, drainage lines, or other methods.
- D. **Sewerage Control:** Take adequate measures to prevent the impairment of the operation of the sewerage system. Prevent all construction material, pavement, concrete, soil, or other debris from entering all sewers, catch basins, or storm water inlets. Comply with the requirements of the Public Works Code, the Industrial Waste Ordinance # 19-92 and DPW Order No. 158170, for any discharge into the sewerage system.
- E. **Noise Control:** Conform to general construction noise control requirements of the San Francisco Noise Control Ordinance, Police Code section 2908 and night and weekend construction permit requirements as specified in the Special Provisions.

1.5 TEMPORARY STORAGE AND PARKING

- A. Provide temporary storage as required for the performance of the work and arrange for temporary parking areas to accommodate construction personnel. Conform to the requirements for storage and parking plans as specified in Section 01570 - Traffic Routing. When on-site space is not adequate, provide additional off-site space for storage and parking.

1.6 PROJECT SIGN

- A. No Project Signs required for this Contract.

1.7 REMOVAL

- A. Remove temporary facilities, materials, equipment, services, and construction prior to acceptance of the work by the City.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01540

PROTECTION OF PROPERTY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Section includes requirements for protection of existing facilities and improvements.

1.2 RELATED SECTIONS AND DOCUMENTS

- A. Document 00810 – Existing Utility Facilities
- B. Section 01500 – Construction Facilities and Temporary Controls

1.3 EXISTING UTILITIES AND IMPROVEMENTS

- A. Notify Underground Service Alert (USA) prior to excavating in the public right of way areas so that utility companies may be advised of the work and may field mark or otherwise protect and warn the Contractor of their existing utility lines. Contact USA, 4090 Nelson Avenue, Suite A, Concord, CA 94520, telephone (800) 227-2600, or refer to USA website for more information at: <http://www.usanorth.org/>.
 - 1. Provide reasonable access and do not hinder or otherwise interfere with any company or agency having underground facilities in removing, relocating, or protecting such facilities.
- B. Verify the actual locations and depths of all utilities indicated or field marked. Make a sufficient number of exploratory excavations up to a maximum of eight potholes at Contractor's expense of all utilities that may interfere with the work sufficiently in advance of construction to avoid possible delays to Contractor's work.
 - 1. Notify the City if such exploratory excavations show the utility location as shown or as marked to be in error.
 - 2. When utility lines are encountered within the area of Contractor's operations, notify the City Representative and the owner(s) of the utility lines sufficiently in advance for the necessary protection measures to be taken to prevent interruption of service or delay to Contractor's operations.
- C. The Contractor shall protect all existing utilities, facilities, and structures, public or private, and will be held responsible for all damage caused by the Contractor not exercising due care to avoid such damage.
- D. Overhead Contact System: Work on or under the overhead contact system shall be performed with lines and feeders energized unless shutdown of the system is granted. Notify the City Representative at least 10 days prior to performing work on energized overhead trolley wires, feeder circuits, or at substations, so that the City Representative may arrange for any necessary clearances and inspections.
 - 1. Contractor is alerted to the condition that overhead trolley wires and feeder cables distribute electrical energy at up to 700 Volts dc. Comply with the "High Voltage"

provisions of the California Code of Regulations (Title 8, Division 1, Chapter 4, and Subchapter 5).

2. Take precautions to avoid accidents and damage to the overhead contact wires, and riser and feeder cables.

- E. Survey Monuments and Bench Marks: Contractor shall bring to the attention of the City Representative all survey monuments, bench marks, property line marks and the like, encountered on the work. Survey monuments, bench marks, or other survey marks or points shall not be removed or disturbed until referenced or relocated by the City Representative or other agency or party having an interest therein, and then removed only at the time and in the manner specifically approved by the City Representative. The contractor shall bring all City monument frames within the limits of the work to grade, with the express provision that any and all work associated with the removal and relocation of such frames, with their covers, shall be under the direct supervision of the City Representative, and all such work shall be considered Incidental Work. The cost of re-establishing and resetting survey monuments, bench marks or other survey marks or points lost or destroyed through the carelessness or negligence of, or inadvertently by, the Contractor or his employees, shall be at the sole expense of the Contractor.

1.4 SAFEGUARDING OF EXISTING FACILITIES

- A. The Contractor shall perform all work, including dewatering operations, in such a manner as to avoid damage to existing fire hydrants, power poles, lighting standards, and all other existing utilities, facilities, trees and vegetation, and structures. The Contractor will be held responsible for any damage due to its failure to exercise due care.
- B. Broken concrete, debris, etc., shall be immediately removed from the property site as the Contractor's property and shall be disposed of in a legal manner.
- C. The Contractor shall take adequate measures to prevent the impairment of the sewer system and to prevent construction material, pavement concrete, earth or other debris from entering a sewer, sewer structures, catch basin, or storm water inlet. The Contractor shall restore damaged utilities and facilities to a condition equal to or better than they were prior to such damage.

1.5 RESTORATION OF PAVEMENT

- A. General: All paved areas cut or damage during construction shall be replaced with similar materials and of equal thickness to match the existing undisturbed areas, except where specific resurfacing requirements are called for in the Contract Documents or in the permit requirements of the agency issuing the permit. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Whenever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing in a satisfactory condition for the period of time before proceeding with the final restoration.

- C. Permanent Resurfacing: Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in neat straight lines. All pavement restoration shall be constructed to finished grades compatible with undisturbed adjacent pavement.
- D. Restoration of Sidewalks or Driveways: Wherever sidewalks, curbs and gutters, or driveways have been removed for construction purposes, place suitable temporary sidewalks, curbs and gutters, or driveways promptly after backfilling and maintain them in satisfactory condition for the period of time before the final restoration is been made.

1.6 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE CLAIMS

- A. The Contractor shall use such methods and shall take adequate precautions to prevent damage to existing buildings, structures, and other improvements during the prosecution of the work.
- B. The Contractor shall retain an experienced photographer to perform preconstruction examination and, if necessary, post-construction survey of all nearby structures. The survey shall be made using still photographs. The survey shall be considered incidental work and no separate payment will be made therefore.
- C. After the Contract is awarded and before the commencement of work, the City Representative will arrange for a joint examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by the Contractor's operations.
- D. The examination of the exterior of existing buildings, structures, and other improvements located within twenty-five (25) feet of the construction excavation will be made jointly by authorized representatives of the Contractor, the City, and property owners under the supervision of the City Representative. The scope of each examination shall include, but is not limited to, recording of cracks in structures, settlement, leakage and the like.
- E. Records in duplicate of all observations will be prepared by the photographer, including photographs when deemed necessary or prudent. One copy shall be delivered to the Contractor, and one copy will be kept on file at the office of the City Representative. The photographer may be required to attest to the fact that he took the pictures; however, in no case, will he determine the cause cracks, settlement, leakage, or like condition nor is he being retained for the purpose of engineering evaluation.
- F. The above records and photographs are intended for use as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the adjacent property owners, the Contractor, and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor operations, occurred during the Contract Work.

1.7 UNFORESEEN EXISTING UTILITIES

- A. Refer to Document 00810 – Existing Utility Facilities, Paragraph 1.3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01545

HEALTH AND SAFETY CRITERIA

PART 1 - GENERAL

1.1 SUMMARY

- A. Many of the building materials and items of equipment used to build this facility may be known to the State of California to be either carcinogenic or reproductive toxins. The Contractor is alerted to the fact that the work of this Contract may involve demolishing structures containing lead-based paint and asbestos.
- B. The Contractor and not the City, is responsible and liable for the health and safety of its employees and sub-contractors, as per Federal, State and local statutes, laws and regulations; consequently, the Contractor shall be solely responsible for any and all fines, penalties, or damages, which result from its failure to comply.
- C. Nothing contained in this Section shall relieve the Contractor or any subcontractor, supplier of the obligations assumed under the Contract and as required by law. The requirements contained herein for a Contractor Environmental Health and Safety Plan are by no means all-inclusive. It shall be the Contractor's sole responsibility to develop the Plan, comprehensive and specific to the work of this Contract, and to implement the Plan throughout the life of the Contract. Where any portion of the requirements in this Section conflict with or are less stringent than any federal, state, or local statutory safety regulations, the more stringent requirements shall apply.
- D. All work in this Section is incidental work, unless specified otherwise.

1.2 SUBMITTALS

- A. The Contractor shall submit the following as per specification:
 - 1. The Environmental Health and Safety Plan (EHASP). Upon approval of the EHASP the Contractor shall provide two copies in Compact Discs (CD - PDF format) with properly labeled cases.
 - 2. MSDS (Materials Safety Data Sheet) for all chemicals and other hazardous materials to be used. This submittal is only as warranted.

1.3 CONTRACTOR'S SAFETY PROGRAM

- A. The objective of the Contractor's safety program is to prevent accidents/injuries, preserve life and property and to ensure safe work practices so as to maintain a healthy environment for the construction workers, the City, and the public.
 - 1. The Contractor shall assume full responsibility and liability for compliance with provisions of the Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Construction Safety Orders (8 CCR, subchapter 4 et seq.), and regulations issued thereunder, including:
 - a. Federal OSHA.
 - b. Cal/OSHA.

- c. Local regulations pertaining to work practices, protection of workers and visitors to the site.
 2. The Contractor shall also comply with all applicable safety orders and other requirements of:
 - a. The Code of Federal Regulations (CFR) Title 29 - Labor (<http://www.access.gpo.gov/nara/cfr>).
 - b. The State of California, California Code of Regulations (CCR), Title 8, Industrial Relations (<http://ccr.oal.ca.gov>).
 - c. The State of California Health and Safety Code (<http://www.leginfo.ca.gov/calaw.html>).
 - d. The State of California, California Code of Regulations (CCR), Title 26 and 22.
 - e. Trade association safety standards; and
 - f. Equipment and materials instructions including material safety data sheet (MSDS), if any.
 3. The Contractor shall provide and maintain personnel safety training and medical examinations in accordance with all applicable federal, state, and local regulations.
 4. The Contractor shall not create any condition, which endangers the safety of City employees and its representatives. If the City observes such a condition, then the City has the authority to stop work until the Contractor corrects the condition. In such an event, the Contractor shall not be allowed to penalize the City, in any form. The construction schedule shall not be affected by such events.
 5. The Contractor shall take all precautions necessary to protect all persons and all property from injury or damage, including those special precautions designed to protect against risks, which are inherent in the type of work to be performed, and the particular conditions present.
- B. The Contractor shall at all times comply with and ensure that its employees, agents, and subcontractors comply with all applicable Federal, State and local safety and health standards, rules, regulations, and orders.
- C. The Contractor's non-compliance with the applicable safety and health standards, rules, regulations and orders shall be considered failure by the Contractor to perform a provision of the Contract, and may be cause for the suspension of work, pursuant to the General Provisions.
- D. If the City informs the Contractor of a hazardous condition or emergency situation, the Contractor shall be responsible for immediate corrective action, and shall respond in writing to describe the action or remedy within twenty-four (24) hours.
- E. The Contractor shall, at all times, be responsible for providing its employees with the proper level of personal protective equipment (PPE) appropriate to the type of work being performed by the individual employee at any given time. At a minimum, the Contractor and subcontractor's personnel shall wear hardhats and high visibility apparel. Hardhats shall show company name. For work in the public right of way, high visibility safety apparel shall meet the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004.
- F. The City will neither assume administration nor direct control and responsibility for maintaining the Contractor's health and safety program, and the site-specific

Environmental Health and Safety Plan (EHASP). The City's review of the Contractor's Construction Safety performance shall not be construed as approval of the adequacy of the Contractor's Safety Supervisor, the Contractor's safety program, the EHASP or any safety measures taken in on or near the construction site.

- G. The Contractor shall do all work necessary to protect the general public from hazards including surface irregularities, un-ramped grade changes in pedestrian sidewalks or walkways, and trenches or excavations. In addition, the Contractor shall assure safe and proper routing of vehicular and pedestrian traffic as well as compliance with the Americans with Disability Act (ADA).
- H. The performance of all work and all completed construction, particularly with respect to equipment, tools, machinery guards and the like, shall be in accordance with the Safety Orders issued by the State of California Division of Industrial Safety.
- I. The Contractor shall construct/ furnish, and at all times maintain satisfactory and substantial ramping, guard rails, warning flags and signs at appropriate heights, temporary chain link fencing, solid fencing, railing, barricades, steel plates or bridging as applicable at all openings, obstructions, or other hazards in streets, sidewalks and the like. All such barriers shall have adequate warning lights as necessary or required for public safety. The Contractor shall divert traffic by use of traffic cones, flagmen, flags, signs, etc. adequate to the site conditions and task at hand.
- J. All temporary and permanent safety features shall be installed before beginning startup of any portion of the Contractor's work.
- K. The Contractor shall not create any condition, which endangers the safety of the building occupants, City employees and its representatives. If such a condition should be observed, then the City is authorized to stop work without penalty of any kind to the City until the condition is corrected. The construction schedule shall not be affected by such events.
- L. If the Contractor should fail to provide adequate measures to assure, building occupants and public safety, the City reserves the authority to have the necessary work performed by others, assess corresponding liquidated damages, and/or deduct from the Contractor's progress payment all monies required therefore.
- M. The Contractor shall conduct safety meetings periodically and as often as needed.
- N. For work in this Contract, the Contractor shall have taken into account the productivity losses, if any, due to the use of respirators and personal protective equipment. The City will not pay any additional compensation to the Contractor due to his/her use of respirators, and personal protective equipment.
- O. Whenever the Contractor determines through workplace air monitoring that its employees' exposures to airborne chemicals and particulate contaminants would exceed regulated limits, the Contractor must reduce employee exposures below said limits, using the following progressive means, as appropriate:
 - 1. Site controls, which include ventilation, equipment design, and facility management, and
 - 2. Administrative controls, which include practices such as work scheduling and procedures,

3. Personal Protective Equipment.

- P. The Contractor shall have taken into account the productivity losses, if any, due to the use of these means. The City will not pay any additional compensation to the Contractor due to their implementation.

1.4 ENVIRONMENTAL HEALTH AND SAFETY PLAN (EHASP)

- A. The Contractor shall submit a site-specific Environmental Health and Safety Plan (EHASP) in accordance with these specifications and 29 CFR 1910.120, 8 CCR 5192. The EHASP shall remain in effect throughout the life of the Contract and a copy of the EHASP must be on-site at all times.
- B. The Contractor's site-specific EHASP shall describe the responsibility for employee and public safety of the Contractor's representatives who control each phase of the operations and shall set forth in writing the policies and procedures to be followed by all Contractor personnel, including its subcontractors. The plan shall contain description on emergency response.
1. The EHASP shall be prepared, signed, stamped, and administered by a Certified Industrial Hygienist (CIH). No work at the site shall begin until the health and safety plan prepared and stamped and certified by a CIH is submitted to the City.
- C. The Contractor shall submit five (5) copies of the EHASP at least ten (10) working days before any demolition and/or any building materials disturbing activity, and no later than thirty (30) calendar days after the Notice to Proceed. The City will not review the EHASP for its content, nor will the City be liable for the Contractor's failure to have an adequate EHASP or implement it. Receipt of the EHASP by the City neither constitutes to the legality of the EHASP nor does incur liability with the Contractor. The Contractor's site-specific EHASP shall include, but not be limited to (the following list is by no means all-inclusive or near complete for an adequate EHASP. The Contractor shall be solely responsible to produce a complete EHASP in full compliance with the corresponding regulatory requirements):
1. Identification and description of the roles and responsibilities of those individuals who control each phase of operations and are responsible for employee and public safety. The EHASP shall set forth in writing the policies and procedures to be followed by all personnel. The EHASP shall include the designation and resume of an overall project Site Safety Representative (SSR or referred to as health/safety officer/supervisor) in compliance with the requirements of Sub-Part 1.6 below). The SSR shall have full authority to correct any unsafe conditions, including authority to stop any construction activity or modify work practices if the site safety plan is being violated, or if such action is necessary to protect workers, property, and the surrounding community during the contract period. This requirement shall apply continuously and not be limited to normal working hours.
2. Information identifying and delineating all workplace hazards that has been identified or is generally associated with the proposed work phases and how this information is communicated to employees (e.g., tailgate safety meetings, monthly safety meetings, and daily job briefings). Hazardous material communication standards can be found in 29 CFR 1910.120 & 8 CCR 5194. Hazardous waste information can be found in 29 CFR 1910.1200 & 8 CCR 5192.

- Local hazardous material/waste information can be found in Articles 21, 21A, 22 and 22A of the San Francisco Health Code.
3. Measures to be used to identify, monitor, and control worker, building occupant and general public exposure to any identified hazard. The monitoring of site personnel for contaminant exposure shall be conducted so as to maintain the proper level of personal protection, including the action level.
 4. Provision of sufficient personnel properly trained to handle, and dispose of hazardous waste and other contaminated waste that is expected in this project. The level of training required for all or specified Contractor or subcontractor personnel, including, but not limited to:
 - Asbestos training, PCBs and lead awareness training,
 - If required, 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training Program, and
 - Its associated 8-hour refresher training in accordance with Title 29, CFR 1910.120, and 8 CCR 5192.
 - Respiratory program in accordance with 29 CFR 1910.134 and 8 CCR 5144.
 5. This training shall be required for all personnel who will come in contact with, or operate equipment that handles surface and subsurface contaminated materials when performing their work. The Contractor shall provide these training records to the City. The Contractor shall maintain training records as per applicable regulations.
 6. Requirements of the Contractor and subcontractors for implementing the following:
 - Medical surveillance programs and Injury and Illness Prevention Programs (IIPP), i.e., SB 198, 8 CCR and CAL/OSHA, GISO 3203, Section 5192 and 1509. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel in accordance with all applicable federal, state and local regulations.
 - Personnel air monitoring according to 29 CFR and 8 CCR.
 - The Construction Standard (29 CFR 1926).
 - Federal and California Lead Standards for the Construction Industry (29 CFR, Part 1926.62 and 8 CCR, Section 1532.1, respectively)
 - Asbestos OSHA Regulation 29 CFR Part 1926.1101 (8 CCR 1529 in California)
 - Workers' Right to Know (29 CFR 1910.120).
 - Section 6360-99 of the California Labor Code (Hazard Communication).
 - The American with Disabilities Act (ADA).
 7. Engineering controls, specific work practices, air monitoring for contaminants (e.g., dust, asbestos, lead, volatile organic, and hydrocarbons), and personal protective equipment (8 CCR 5144) to protect workers, building occupants and the general public.
 8. Methods to be used to decontaminate equipment and personnel.
 9. Sanitation facilities to be provided for personal hygiene. Portable toilets and discharge of their waste products into sanitary sewers shall comply with local codes.
 10. Contingency /Emergency response Plan for emergency including fire, spillage of hazardous/toxic wastes and liquids (with special emphasis to clean up of spillage due to fuel/oil from Contractor's equipment), traffic accident, personal accident,

- power failure, or any event that may require modification or abridgment of site control and decontamination procedures.
11. Safety Action Plans: For work requiring Cal/OSHA permits, special training, and/or use of designated competent persons to oversee the work, the Contractor shall prepare the corresponding sub-plans and/or Safety Action Plans to address these work activities.
 12. Periodic safety performance reviews.
 13. Procedures on Safety inspections.
 14. Procedures in handling non-compliance/violations of safety requirements, e.g. deficiency correction reports, stop work orders, disciplinary actions, etc.
 15. Communication and reporting requirements, including the immediate reporting of injury accidents and submittal of corrective action reports
 16. Requirement, distribution, and maintenance of personal protective equipment and safety tools.
 17. Provision for all personnel to be properly and continually trained in construction safety and emergency response. The level of training required for all specified Contractor or Subcontractor personnel includes, but not limited to:
 - Cal/OSHA Construction Safety;
 - Valid asbestos handling license issued by the California State Contractors Licensing Board and a valid current Certificate of Registration for Asbestos-Related Work as issued by the California Department of Industrial Relations - Division of Occupational Safety and Health (Cal/OSHA).
 - Work shall be completed under the on-site supervision of a Competent Person as defined by OSHA Regulation 29 CFR Part 1926.1101 (8 CCR 1529 in California).
 - All abatement workers shall have AHERA training with annual 8-hour refresher training, current medical exams for the use of respiratory protection, and current fit tests of appropriate respirators.
 - All affected workers shall have lead awareness training, current medical examinations and approval for the use of respiratory protection, and current fit testing of respirators complying with Cal/OSHA regulation 8 CCR 1532.1 when affecting lead paints and lead construction hazards.
 - Other site-specific or project specific hazards requiring safety training.
 18. Policies and programs related to alcohol or controlled substances: the EHASP must ensure Contractor commitment to a drug and alcohol free workplace with enforcement procedures and penalties for violations.
 19. The EHASP shall also explain (in a separate section) how the Contractor will comply with all the requirements for construction safety, including but not limited to the following:
 - The provisions of the Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Construction Safety Orders (8 CCR, subchapter 4 et seq.), and regulations issued hereunder.
 - Federal OSHA.
 - Cal/OSHA.
 20. Site Access Control Plan covering all employees, building occupants and visitors.
 21. Should the Contractor or its Subcontractors be notified by the City of any unsafe or unhealthy conditions associated with the performance of this Work, the Contractor would take remedial action to correct such conditions immediately or

within 48 hours after receipt of notice of violation. Failure to do so will be subject to regulatory fines pertaining the violation.

1.5 REQUIREMENTS OF THE CONTRACTOR'S SITE SAFETY REPRESENTATIVE

- A. The Contractor shall designate a full time Site Safety Representative or health/safety officer/supervisor dedicated to this Contract. The SSR shall be physically present at the site during all working hours.
- B. The Contractor's SSR shall:
 - 1. Be knowledgeable with the safety provisions of Federal OSHA, Cal/OSHA and the requirements of this section and those listed in Paragraph 1.7, A above.
 - 2. Possess qualifications, which include a minimum of three (3) years recent experience in conducting and supervising safety and health programs on construction projects similar to this Contract.
 - 3. Be capable of performing safety inspections and accident investigations.
 - 4. Be currently certified in First Aid/CPR, and be able to use an automatic external defibrillator (AED).

1.6 TRENCHING

- A. Trench Safety: Comply with all requirements of Federal OSHA (29 CFR 1926.650-652), CAL/OSHA (Construction Safety Order 1539-1544), the California Labor Code, and these Contract Documents.
- B. Federal and State Safety regulations require
 - 1. Safe Exits, when trenches are more than 4 feet deep, and an exit (ladder), which must be within 25 feet from each worker.
 - 2. Shoring is required for trenches more than 5 feet deep, and designed to prevent cave-ins.

1.7 CONFINED SPACE ENTRY

- A. If needed, the Contractor shall provide all equipment and assistance to make the confined space safe for entry by the Contractor's employees, the City and his/her representatives in accordance with the code of Federal Regulation 29 CFR, 1910.146 and the California Code of Regulations, Title 8, General Industry Safety Orders entitled "Confined Spaces."

1.8 LOCKOUT/TAG OUT PROCEDURES

- A. If needed, the Contractor shall provide training of Contractor's employees in procedures for locking out and tagging out of electrical mechanical, hydraulic, pneumatic, thermal and energy stored equipment, which has been de-energized during the course of construction.
 - 1. The lockout/tag out of electrical energy sources shall occur at the circuit disconnect switch in all cases.
 - 2. The Contractor shall furnish locks used for this purpose.
 - 3. Contractor shall furnish necessary tags and lock box(s) which are compatible with the electrical, mechanical, hydraulic, pneumatic, and thermal or energy stored distribution equipment.
- B. White "DANGER" tags shall be used to indicate that a particular switch shall not be used.

- C. Red "DANGER" tags shall be used to indicate the presence
 - 1. Of someone inside or working on the equipment.
 - 2. In the event that a job is incomplete at the end of a shift, the TAGGER will remove his personal Red DANGER tag and lock, leaving the OWNER'S White DANGER tag for protection of the equipment. When the work is resumed, the employee will again hang the Red DANGER tag and lock.

1.9 ACCIDENT DOCUMENTATION AND REPORTING

- A. If death or serious injuries or serious damages occur, the accident shall be reported at once by telephone or messenger to the City as well as to the proper governing authorities. In addition, the Contractor shall promptly report in writing to the City all accidents whatsoever arising out of or in connection with the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.
- B. Within five working days of occurrence, the Contractor shall provide the City with two (2) copies of the Contractor's accident and near-miss reports. A significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- C. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.
- D. The Contractor is responsible for all documentation and reporting obligations of any accident and near- miss incidents as per Federal, state and local laws and regulations.

1.10 TRAINING RECORDS

- A. The Contractor shall maintain on-site all training and medical records in accordance with federal, state, and local statutes, regulations, and policies, and provide copies of these records to the City upon request.

1.11 CONSTRUCTION EQUIPMENT AND TOOLS

- A. Selection and operation of all construction equipment and tools shall conform to CAL/OSHA and shall be appropriate for their intended uses.
- B. Equipment shall be subject to inspection and approval by the City. Any of the Contractor's equipment that is rejected as not conforming to the foregoing shall be promptly removed and replaced with equipment acceptable to the City without additional cost and without delaying the schedule for performance of the work by the Contractor.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION (Not Used.)

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes procedures and requirements for Contract Closeout which shall apply to the last Work Order Package.
- B. Related Documents:
 - 1. Document 00802 – Contract Time and Liquidated Damages
- C. Related Sections:
 - 1. Section 01500 – Construction Facilities and Temporary Controls
 - 2. Section 01740 – Warranties

1.2 PROCEDURES

- A. Close-out Meeting:
 - 1. The Contractor shall submit all outstanding change orders, claims, and time extension requests by the final date as required by the City Representative before the Work is 95% complete.
 - 2. Prior to Substantial Completion, the City Representative will schedule a closeout meeting with the Contractor, Architects or City Representatives and consultants to determine the status of completion.
 - 3. The Contractor shall attend the Close-out meeting scheduled by the City Representative to discuss the close-out procedure and responsibilities of the Contractor and the City.
 - 4. The City Representative will prepare a list of actions which are still open or pending that need to be resolved during the close-out period. Such actions may include, but are not necessarily limited to, equipment testing, operator training, record documents, final inspection, administrative activities, and documentation of final quantities and force account work.

1.3 SUBSTANTIAL COMPLETION

- A. Prerequisites to Substantial Completion:
 - 1. Submit to the City Representative with the application for payment just before Substantial Completion, a statement of all Change Orders, Modifications, claims, and time extension requests.
 - 2. Verify that the following administrative closeout submittals have been received by the City, if applicable:
 - b. Warranties as specified in Section 01740.
 - c. Keys and keying schedule.
 - d. Spare parts and materials extra stock.
 - e. Comply with requirements listed in Document 00800, amendments to definitions of Substantial Completion and/or Final Completion, as applicable.

3. Advise the City Representative of pending insurance change-over requirements.
 4. Submit to the City Representative written certification that the Contract Documents have been reviewed, Work has been inspected, the Work is complete, including start-up, testing, adjusting, and balancing of equipment and systems, and conforms to the requirements of the Contract Documents.
 5. At no additional cost to the City, restore and replace, as specified and as determined by the City, material and finishes damaged due to the performance of the Work.
 6. Restoration or replacement shall be equal quality and match the appearance of the existing Work.
- B. Substantial Completion Inspection:
1. Notify the City Representative in writing that the Work is substantially complete and ready for inspection.
 2. Upon receipt of Contractor's written notice, the City Representative will make an inspection to determine the status of completion.
 3. Should the City Representative determine that the Work is not substantially complete; the City Representative will so notify Contractor with a deficiency list of all items that shall be completed before the City considers the Work substantially complete.
 - a. Remedy all deficiencies as identified and notify the City Representative, in writing, when the Work is ready for re-inspection.
 - b. Failure to complete this requirement within the time allowed for substantial completion will result in liquidated damages being assessed.
 4. The Contractor shall verify that the work is complete, including but not necessarily limited to, the items required for Substantial Completion.
 5. If the City Representative concurs that the Work is substantially complete, the City Representative will prepare a Notice of Substantial Completion, accompanied by a punch list of remedial work items to be completed or corrected, as verified by the City Representative.
 - a. If the Work is not substantially complete, the City Representative will follow the same procedure as for the first inspection, and Contractor shall reimburse the City for all additional re-inspection costs.
- C. Partial Use or Occupancy of Work: When partial utilization of the Work is required and substantial completion is a condition of such partial utilization, the applicable requirements specified in this Section shall apply to the part of Work to be utilized.

1.4 FINAL ACCEPTANCE

- A. Prerequisites for Final Acceptance:
1. At no additional cost to the City, perform all remedial work noted on the punch list before requesting a final inspection and acceptance.
 2. Coordinate the performance of remedial work with the City to cause minimal inconvenience and interruption of the City's operations.
 3. Perform final cleaning as specified in this Section. Remove protective coverings and similar items.
 4. Remove all temporary controls, utilities, facilities, field offices and sheds.
 5. Submit the final payment request with releases and an updated final statement with supporting documentation, accounting for final additional charges for extras and liquidated damages for delays.

6. Submit consent of surety to final payment.
 7. Submit a certified copy of the City Representative's punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the City.
 8. Failure to complete all remedial work and prerequisites for final inspection within the time allowed after the date of Substantial Completion as specified in the Supplementary Conditions will result in liquidated damages being assessed.
- B. Final Inspection:
1. Notify the City in writing that all punch list items of remedial work have been completed and the Work is ready for final inspection.
 2. The City Representative will make an inspection to verify the status of completion.
 3. Should the City Representative determine that the Work is not complete or is defective, the City Representative will so notify Contractor, in writing, listing remaining incomplete or defective work.
 - a. Promptly complete the remaining deficiencies and notify the City Representative, in writing, when ready for re-inspection.
 - b. If the City Representative finds the Work is still not complete, Contractor shall be responsible for all subsequent re-inspection and meeting costs incurred by the City to resolve the remaining issues. Such costs will be deducted from progress payments owed to Contractor.
 4. When the City Representative determines that the Work is acceptable under the Contract Documents and Contractor has made all required closeout submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion.
- D. Prior to the final payment recommendation, the City Representative shall be furnished with the following administrative close-out submittals:
2. Warranties;
 3. Keys and keying schedule;
 4. Spare parts and materials extra stock;
 6. Evidence of payment and release of liens.
- E. Submittals for final adjustment of accounts shall include, but not necessarily be limited to:
1. Request for Final Payment; and
 2. Final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price for all force account work and extra payments.
- F. All prior estimates and payments shall be subject to correction in the final estimate and payment.

1.5 FINAL CLEANING

- A. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
- B. Should the City elect to partially occupy or use portions of the Work prior to Completion, perform final cleaning for those portions of the Work prior to their being so occupied or used.

- C. Comply with applicable regulatory requirements during cleaning and disposal operations. Use cleaning materials which will not create hazards to health or property or cause damage to products or work.
- D. Use only cleaning materials and methods which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.
- E. Completely clean the work site including the adjacent sidewalks and street to curb.
- F. Schedule final cleaning operations to prevent resulting dust and other contaminants from adhering to wet or newly finished surfaces and to enable the City Representative to accept a completely clean work.
- G. See additional cleaning requirements specified in Section 01500 - Construction Facilities and Temporary Controls.

1.8 RELEASE OF LIENS OR CLAIMS

- A. Before the City issues final payment to Contractor for the Work, Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.
- B. If any liens or claims remain unsatisfied after all payments to Contractor have been made, Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01740

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Requirements.
 2. Submittal Requirements.
 3. Quality Assurance.
 4. Warranty conditions.
 5. Form of Guarantee/Warranty.
- B. Related Documents:
1. Document 00700 –General Conditions:
 - Paragraph 8.03, Correction of Non-Conforming Work;
 - Paragraph 8.04, Correction Period;
 - Paragraph 8.05, Acceptance of Non-Conforming Work;
 - Paragraph 9.06, Partial Utilization.
- C. Related Sections:
1. Section 01700 – Contract Closeout.
 2. Individual Specifications Sections: Warranties required for specific products or Work.

1.2 REQUIREMENTS

- A. Except as otherwise specified in the individual Specification sections, guarantee/warranty the Work against defects in materials and workmanship for 24 months from the date of the Substantial Completion Certificate issued by the City.
1. Upon receipt of written notification by the City Representative, guarantee/warranty the Work, or portions thereof, which are used or occupied by the City before final acceptance from the date of beneficial use or occupancy.
- B. Comply with the guarantee/warranty requirements as specified in the individual Specification sections.
- C. Submit executed guarantees/warranties to the City for review. Deliver them to the City upon Substantial Completion.
- D. These warranties shall be in addition to and not a limitation of other rights the City may have under the Contract and which may be prescribed by law, regardless of the wording of manufacturer's standard warranty.

1.3 SUBMITTAL REQUIREMENTS

- A. For equipment or components of equipment put into service for the City's benefit during the progress of the Work, submit within 10 days after completion of the applicable item or work.
- B. Otherwise, submit within 10 days after the date of the Notice Substantial Completion and prior to requesting final payment.
- C. Submit three copies of each guarantee/warranty on Contractor's letterhead in the sample form included at the end of this Section, or in other form approved by the City.
- D. Bind in commercial quality, 8-1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- E. Label cover of each binder with typed or printed title WARRANTIES, with title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal.
- F. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Specifications, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- G. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 QUALITY ASSURANCE

- A. Obtain guarantees/warranties, in duplicate, executed by Contractor and subcontractor or installer responsible for that portion of the Work and countersigned by the manufacturer.
- B. Verify that documents are in proper form, contain complete information, and are notarized if warranties are extended beyond the Manufacturers normal warranty period of TWO years.
- C. Co-execute submittals when required. Acceptance of manufacturer's guarantees/warranties by the City shall not be construed to limit the City's recourse to Contractor for correction of defects under the law and in accordance with the General Conditions.

1.5 WARRANTY CONDITIONS

- A. Contractor shall warrant that work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, material, installation, design furnished, or workmanship furnished by Contractor, or any of its subcontractors or suppliers. SUCH WARRANTY SHALL CONTINUE IN EFFECT FOR 24 MONTHS FROM THE DATE OF APPROVAL OF THE CONTRACTOR'S APPLICATION FOR SUBSTANTIAL COMPLETION BY THE CITY except where detailed specifications

for certain materials, equipment or systems require longer warranty periods.

- B. Warranties are not intended to cover failures which result from the following:
1. Unusual or abnormal phenomena of the elements.
 2. The City's misuse, maltreatment, or improper maintenance of the Work.
 3. Insurrection or acts of aggression including war.
- C. Promptly after receipt of written notice from the City, remove, replace, or correct Work, or portion thereof, which is damaged or found to be defective and not in accordance with the Contract.
1. The City may proceed with the correction work at Contractor's expense if Contractor does not proceed with the corrective work within a reasonable time fixed by written notice from the City, the City may proceed with the work at the expense of the Contractor.
 2. The City reserves the right to remove and store or dispose of defective equipment or material at Contractor's expense.
 3. If Contractor does not pay the costs of such removal and storage within ten days thereafter, the City may, upon ten additional days written notice, sell such defective items and shall account for the net proceeds after deducting all the costs that should have been borne by the City, including compensation for City Representative's additional services.
 4. If the proceeds from the sale are insufficient to cover all amounts chargeable to Contractor, Contractor shall pay the difference to the City.

1.6 FORM OF GUARANTEE/WARRANTY

- A. For equipment or components of equipment put into service for the City's benefit during the progress of the Work:

<p>(Letterhead of Company)</p> <p>We <u>(name of Contractor)</u>, agree to maintain and repair as recommended by equipment and system manufacturers, any such equipment and systems which have been beneficially used by San Francisco City personnel prior to the approval of Contractor's Application For Substantial Completion.</p> <p>Owner: <Department>, City and County of San Francisco.</p> <p>Location of Equipment: <Address>, San Francisco, California.</p> <p>This guarantee is effective this _____ day of _____, 20____ until the date of City Approval of Contractor's Application for Final Payment.</p> <p>Signed: _____(Name of Contractor)</p> <p>By: _____</p> <p>Contractor's Telephone No. _____</p>

- B. For guarantee/warranty of the entire Work against defects in materials and workmanship for the period of warranty after the Notice of Substantial Completion:

GUARANTEE/WARRANTY FORM
for
<PROJECT NAME>
<CONTRACT NO.>

GUARANTEE/WARRANTY for _____
We hereby guarantee/warrant that the _____
which we have provided in the _____
has been completed in accordance with the requirements of Specification Section _____ and the other Contract Documents.

We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 24 months from the date of Substantial Completion of the above named Project; and we also agree to repair any and all damages resulting from such defects, all without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified in writing by the City, we collectively or separately do hereby authorize the City to proceed to have such defective Work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.

Signed _____ Date _____
(Include Contractor's name, address, and license number)

Countersigned _____ Date _____
(City Representative)

Substantial Completion was granted by the City on _____.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01750

CONSTRUCTION & DEMOLITION DEBRIS RECOVERY PLAN

PART 1 - GENERAL

1.1 SUMMARY

- A. In October 16, 2006, the San Francisco Mayor issued Executive Directive 06-05 requiring all Construction Contracts to divert 75% of construction and demolition debris from landfill disposal sites. This directive is supported by existing policies that require reuse, recycling, and management of construction and demolition debris. Some of these policies are described below.
- B. The City and County of San Francisco adopted an ordinance (No. 27-06) that creates a mandatory program to maximize the recycling of all construction and demolition debris.
 - 1. The Ordinance requires that mixed construction and demolition debris be transported off-site by a Registered Transporter and taken to a Registered Facility that can process and divert from landfill a minimum of 65% of the material generated from construction, demolition or remodeling projects.
 - 2. Material source separated at the job site should be taken to a facility that recycles such material.
 - 3. This ordinance applies to all construction projects within the City and County of San Francisco, such as new construction, remodels, tenant improvements, additions, repairs, and full and partial demolitions.
 - 4. This ordinance prohibits any construction and demolition debris from being placed in trash or sent to a landfill.
- C. Chapter 7 of the San Francisco Environment Code requires the Contractor to prepare and submit a Construction and Demolition Debris Management Plan, Construction and Demolition Debris Recovery Monthly Summary Reports, and Construction and Demolition Debris Recovery Final Report in accordance with the submittal requirement specified below. This requirement applies to Construction Contracts for City facilities, regardless of location, with construction cost estimate of \$90,000 or more.
- D. Chapter 5 of the San Francisco Environment Code requires the Contractor to reduce wastes by maximizing the use of recycled content materials, recycling, and reuse.
- E. The Mandatory Recycling and Composting Ordinance, Chapter 19 of the San Francisco Environment Code, requires that all persons in San Francisco must source separate their refuse into recyclables, compostables and trash, and place each type of refuse in a separate container designated for disposal of that type of refuse. No person may mix recyclables, compostables or trash, or deposit refuse of one type in a collection container designated for another type of refuse.
- F. California Integrated Waste Management Act of 1989 (AB 939) established the procedures for the Highest and Best Use practices to reduce, recycle, and reuse construction and demolition debris to the maximum extent feasible in an efficient and cost-effective manner.

- G. State regulations require that Universal Wastes and Treated Wood Wastes be handled and disposed of in accordance with the requirements of the California Department of Toxic Substances Control and all applicable laws.
- H. This Section describes in further detail the requirements of the above ordinances, regulations, and policies applicable to this contract.

1.2 REFERENCES

- A. Mayor's Executive Directive 06-05, Recycling and Resource Conservation, October 16, 2006.
- B. San Francisco Ordinance No. 27-06 (Construction and Demolition Debris Recovery Ordinance) with effective date on July 1, 2006.
- C. San Francisco Environment Code, Chapter 5, Resource Conservation Ordinance.
- D. San Francisco Environment Code, Chapter 7, Construction and Demolition Debris Management.
- E. San Francisco Environment Code, Chapter 19, Mandatory Recycling and Composting.
- F. California Integrated Waste Management Act of 1989 (California Public Resources Code 40000 et. seq.) - Assembly Bill 939.
- G. Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2.2, October 2005, US Green Building Council.
- H. Universal Waste information from the following website: <http://www.ciwmb.ca.gov/HHW/Uwaste/>
- I. Treated Wood Waste Fact Sheet from the following website: http://www.dtsc.ca.gov/HazardousWaste/Treated_Wood_Waste.cfm
- J. San Francisco Board Of Supervisors Resolution Nos. 530-04 and 679-02 establishing 75% diversion goal.
- K. Food Service Waste Reduction Ordinance as set forth in San Francisco Environment Code Chapter 16.
- L. Refuse Collection and Disposal Ordinance, adopted November 8, 1932.

1.3 DEFINITIONS

- A. Class III Landfill are landfills sited pursuant to Title 27 (Environmental Protection), Division 2 (Solid Waste), Chapter 3, Subchapter 2, Article 3, Section 20260. SWRCB - Class III: Landfills for Nonhazardous Solid Waste.): this type of landfill that accept non-hazardous waste such as household, commercial, and industrial waste resulting from construction, remodeling, repair and demolition operations. A Class III Landfill must have a solid waste facilities permit from the California Integrated Waste Management Board (CIWMB), and is regulated by the Local Enforcement Agency (LEA).

- B. **Compostable:** Any material that can be broken down into, or otherwise become part of, usable compost (e.g., soil-conditioning material) in a safe and timely manner as accepted in San Francisco's compostables collection program, such as food scraps, soiled paper and plant trimmings. Compostable materials can also include disposable plastic food service ware and bags if labeled "Compostable", in accordance with the Food Service Waste Reduction Ordinance (No. 295-06) and Department of the Environment regulations for easy identification, meeting the ASTM Standard Specification (D6400) for compostable plastics, and consistent with State labeling law (California Public Resources Code Section 42359) that any plastic bag or food container labeled "Compostable" must meet the ASTM Standard Specification for compostable plastics.
- C. **Construction and Demolition Debris:** Building materials and solid waste generated from construction and demolition activities, including, but not limited to, fully cured asphalt, concrete, brick, rock, soil, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, fixtures, plastic pipe, metals, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction, deconstruction, demolition or land developments. This term does not include refuse regulated under the 1932 Refuse Collection and Disposal Initiative Ordinance or sections of the Municipal Code that implement the provisions of that ordinance; materials from the public right-of-way; or, unless specified in Chapter 14 of the Environment Code, materials source separated for reuse and recycling. Hazardous waste, as defined in California Health and Safety Code section 25100, et seq., as amended, is not Construction and Demolition Debris.
- D. **Disposal:** Acceptance of solid waste at a legally operating facility for the purpose of land filling. This includes Class III Landfills and Inert Fills. State regulations do not consider the disposal of inert materials at Inert Fills or Inert Backfill Sites, as recycling.
- E. **Hazardous Waste:** Hazardous waste is a waste with properties that make it potentially dangerous or harmful to human health or the environment. The universe of hazardous wastes is large and diverse. Hazardous wastes can be liquids, solids, or contained gases. They can be the by-products of manufacturing processes, discarded used materials, or discarded unused commercial products, such as cleaning fluids (solvents) or pesticides. In regulatory terms, a hazardous waste is a waste that appears on one of the four RCRA1 hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste - ignitability, corrosivity, reactivity, or toxicity. However, materials can be hazardous wastes even if they are not specifically listed or don't exhibit any characteristic of a hazardous waste. For example, "used oil", products which contain materials on California's M-list, materials regulated pursuant to the mixture or derived-from rules, and contaminated soil generated from a "clean up" can also be hazardous wastes.
- F. **Highest and Best Use:** Highest and best use practices require performing both of the following: (a) Promote the following waste management practices in order of priority: (1) Source reduction. (2) Recycling and composting. (3) Environmentally safe transformation and environmentally safe land disposal, at the discretion of the city or county. (b) Maximize the use of all feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste that must be disposed of by transformation and land disposal. For wastes that cannot feasibly be reduced at their source, recycled, or composted, the local agency may use environmentally safe transformation or environmentally safe land disposal, or both of those practices.

- G. Inert Fill Facility: A facility that can legally accept inert waste such as asphalt and concrete exclusively for the purpose of disposal.
- H. Recover or Recovery: Any activity, including source reduction, deconstruction and salvaging, reuse, recycling and composting, which causes materials to be recovered for use as a resource and diverted from disposal.
- I. Recyclable Material: Any material or product separated or capable of being separated at its point of discard or from the solid waste stream for utilization as a raw material in the manufacture of a new product.
- J. Recycling: (PRC section 40180) is defined as the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste. Recycling does not include burning, incinerating, or thermally destroying solid waste.
- K. Recycling Facility: A recycling facility is an operation that collects and does any one or combination of the following: sorting, cleaning, treating, reusing, and reconstituting materials that would otherwise become solid waste.
- L. Registered Transporter: Anyone who is hired to remove mixed construction and demolition debris from a construction and/or demolition site, who uses a vehicle with more than two axles or two tires per axle (such as a large pickup truck with four tires on the rear axle or three-axle dump trucks) and is hauling at least one (1) cubic yard of mixed construction and demolition debris, must be a Registered Transporter. The Registered Transporter must have applied for and received a registration from the San Francisco Department of the Environment. The Registered Transporter is obligated to take this mixed material only to a Registered Facility.
- M. Registered Facility: Any facility that accepts mixed construction and demolition debris for processing and recycling must be registered with the City and must demonstrate an overall minimum recycling rate of 65% for mixed construction and demolition debris. A Registered Facility must have applied for and received a registration from the San Francisco Department of the Environment.
- N. Reuse: Making new use of a material without altering its form.
- O. Source-Separated Materials: Materials that are sorted at the site of generation by individual material type for the purpose of reuse or recycling, e.g. demolished concrete that is separated at the Site for delivery to a base course recycling facility.
- P. Solid Waste: Materials designated as non-recyclable and discarded for the purposes of disposal.
- Q. Universal Waste: (CCR Title 22, Division 4.5, Chapter 34) Hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous wastes. Universal wastes are handled with reduced management requirements. Examples of universal waste: batteries, fluorescent tubes (lamps), electronic devices (cell phones, computers, televisions), cathode ray tubes (CRTs), mercury wastes (thermometers and toys), and non-empty aerosol cans.

1.4 GENERAL REQUIREMENTS

- A. Diversion Goal: In order to meet the City's goal of 75% diversion from landfill by 2010, the goal for this contract is to divert 75% of the construction and demolition debris from landfill disposal through waste prevention, re-use, and recycling. If a construction site contains hazardous wastes and/or universal wastes, the 75% diversion requirement should pertain to all non-hazardous or non-universal waste material. No construction and demolition debris shall be disposed in garbage or taken to landfill.
- B. All Hazardous and Universal Wastes shall be documented separately, and a summary of all manifests, including material description and weights, shall be provided to the City Representative.
- C. Requirements only for Construction Contracts within the legal and geographical boundaries of the City and County of San Francisco:
1. Registered Transporters And Registered Facilities: Only Registered Transporters can remove mixed construction and demolition debris from the construction site, and they must take this material to a Registered Facility. Materials source separated at the job site should be taken to the appropriate recycling facility.
 - a. For a list of registered facilities and registered transporters refer to the website: www.SFEnvironment.org/c&d
 2. Full Demolition Requirements: Contractor conducting full demolition of an existing structure must submit a Demolition Debris Recovery Plan (DDRP) to the San Francisco Department of the Environment (SFE).
 - a. The DDRP must demonstrate a minimum of 65% diversion from landfill of demolition debris, including materials source separated for reuse or recycling.
 - b. The DDRP must be submitted to and approved by SFE before the Department of Building Inspection will issue a Full Demolition Permit.
 - c. This requirement does not apply to City construction contracts outside of the legal and geographical boundaries of the City and County of San Francisco.
 - d. The DDRP is available at the following website: www.SFEnvironment.org/c&d
- D. EcoFindeRRR: Use the EcoFindeRRR at www.SFEnvironment.org to find out how to recycle, re-use and safely dispose of construction and demolition debris and other materials.
- E. Universal Wastes: Contractor shall handle and dispose "Universal Wastes" in accordance with the requirements of the California Department of Toxic Substances Control (DTSC). Refer to DTSC website: www.dtsc.ca.gov. In general, universal waste may not be discarded in solid waste landfills. Contractor shall comply with all hazardous waste regulations, including, but not limited to, the following:
1. Universal wastes shall be stored in containers so that they do not spill, leak, break, or are released into the environment.
 2. Label or mark universal wastes, or their containers, to identify their types.
 3. Send all universal waste to a facility authorized to collect, recycle or dispose of universal waste.
 4. Do not dispose of universal waste in the trash.
 5. Do not accumulate more than 5,000 kilograms of universal waste at any one time.
 6. Train employees in proper universal waste management including handling, packaging, storing and labeling the universal waste, as well as how to respond to

releases. This training may be accomplished by simply giving employees written instructions about universal waste.

7. Keep record of all shipments and receipts of universal waste for three years.
- F. **Treated Wood Waste:** For complete information on handling and disposal of Treated Wood Waste (TWW), refer to the fact sheet available from the DTSC website. For incidental TWW wastes generated during construction, the Contractor shall comply with the following minimum requirements:
1. Keeping TWW segregated from other materials.
 2. Storing no more than 1,000 pounds of TWW for no longer than 30 days. In the event that Contractor stores more than 1,000 pounds of TWW or stores TWW for more than 30 days, Contractor shall comply with additional requirements for routine generators of TWW. Refer to DTSC fact sheet.
 3. Labeling all TWW bundle/shipments with the following information:

<p><i>TREATED WOOD WASTE – Do not burn or scavenge.</i></p> <p><i>TWW Handler</i> <i>Name:</i> _____ <i>Address:</i> _____ <i>Accumulation Date:</i> _____</p>

4. Taking TWW to an authorized TWW facility. See the listings at the end of the factsheet for information on facilities who have been authorized to accept TWW in California.
- G. **Waste Reduction:** Contractor shall implement waste reduction measures, including, but not limited to, the following:
1. Eliminating the procurement of unneeded supplies;
 2. Reduce waste by printing and copying double-sided;
 3. Submit all submittals, reports, and forms in electronic format (PDF);
 4. Fully participate in available and required recycling and composting programs; and
 5. Purchase products made with recycled content such as paper and recycled aggregate.
- H. **LEED Credit:** Compliance with the 75% diversion goal meets the requirements of LEED MR Credit 2.2 and earns the Project 2 points.

1.5 SUBMITTALS

- A. Pursuant to the provisions of Paragraph 3.10 – Shop Drawings, Product Data and Submittals of the General Conditions and Specifications Section 01300-Submittals, the Contractor shall submit:
1. Construction and Demolition Debris Management Plan;
 2. Construction and Demolition Debris Recovery Monthly Summary Report and supporting documentation.
 3. Construction and Demolition Debris Recovery Final Report.
- B. Contractor shall submit the above items in electronic format (PDF) to the City Representative.

1.6 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT PLAN

- A. The requirements under this Article 1.6 apply to all City construction contracts, regardless of location, with construction cost estimate of \$90,000 or more.
- B. After Award of Contract and before commencement of the Work at the site, the Contractor shall conduct a site assessment to estimate the types and quantities of materials that will be generated by construction and demolition at the site and which materials are anticipated to be feasible and practical for reuse and recycling. Contractor shall complete a construction and demolition debris management plan to be discussed with the City Representatives.
- C. Contractor shall schedule a meeting with the City Representative to discuss its proposed construction and demolition debris management plan so as to develop a mutual understanding regarding the City's recycling and reuse policies and goals and their application to this project.
- D. Contractor shall prepare and submit a written construction and demolition debris management plan in a format prescribed by the City. The plan shall include, but not be limited to, the following:
 - 1. The Contractor's information and Project identification.
 - 2. Procedures to be used for debris management.
 - 3. A list of the materials and estimated quantities to be reused, recycled, or transported to a registered facility.
 - 4. The names, locations, and permit or license, as applicable, of recycling and reuse facilities and Registered Facilities (for mixed debris) that the Contractor plans to use for this project.
 - 5. Procedures for source separation for the materials listed in Article "Recycling Requirements" (Section 1.7) of this Section.
 - 6. Source Reduction: Describe any project practices for this project which will reduce waste at the source, such as requiring vendors to deliver materials in reusable packaging.
 - 7. On-site Processing: Describe procedures in which materials are recycled and/or reused on-site, such as grinding materials for use on-site, or reuse of lumber for concrete frames, etc.
 - 8. Procedures to educate and train all employees and subcontractors on recycling and reuse procedures to be used at the jobsite.
- E. The construction and demolition debris management plan is subject to approval by the City Representative. Contractor shall revise and resubmit the construction and demolition debris management plan as required by the City Representative.
- F. Review of the Contractor's construction and demolition debris management plan will not relieve Contractor of responsibility for compliance with applicable laws and regulations governing control and disposal of solid waste or other pollutants.
- G. In accordance with the Mayor's Directive 06-05, Contractor shall achieve a diversion rate of 75%.

1.7 RECYCLING REQUIREMENTS

- A. Source Separated Materials: The Contractor shall develop and implement procedures for source-separation, to the greatest extent feasible, of the following types of recyclable or reusable materials:
1. Asphalt.
 2. Concrete, concrete block, slump stone (decorative concrete block), and rock.
 3. Soil.
 4. Bricks, stone(s), granite, and other finished stone-type materials.
 5. Wall board (gypsum sheetrock)
 6. Dimensional lumber and beams.
 7. Fixtures, hardware, doors, and windows.
 8. Ferrous and non-ferrous metal.
 9. Corrugated cardboard.
 10. Trees, cleared vegetation and cut-off or other wood scraps.
 11. Carpet and pads.
 12. Rigid plastic.
 13. Acoustical ceiling tiles.
 14. Other: describe.
- B. Mixed Construction and Demolition Debris: All mixed construction and demolition debris shall be handled in accordance with the requirements of the San Francisco Ordinance No. 27-06 and as described in this Section.
- C. Handling Of Recyclable Materials:
1. The Contractor shall assure that recyclable or reusable materials be free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process. The Contractor shall clean materials that are contaminated before placing it in collection containers.
 2. The Contractor shall arrange for collection of recyclable materials by or delivery to the appropriate recycling center for purposes of recycling.
 3. All mixed construction and demolition debris must be taken to a Registered Facility.

1.8 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY MONTHLY SUMMARY AND FINAL REPORT

- A. Contractor shall submit a Construction and Demolition Debris Recovery Monthly Summary Report, quantifying the construction and demolition debris generated and recycled, reused or transported to a Registered Facility. Refer to Appendix A of this Section for the form to be used for this report. The Contractor shall include manifests, weight tickets, receipts, and invoices specifically identifying the Project and waste material.
- B. Contractor shall submit this report with each application for progress payment. This report is a condition of progress payment and failure to submit this information shall render the Application for Payment incomplete.
- C. Contractor shall be responsible for transporting all mixed construction and demolition debris to a Registered Facility by using a Registered Transporter. No construction and demolition debris shall be burned, buried or otherwise disposed of on the project site.

- D. As a requirement for Final Completion, Contractor shall submit a Construction and Demolition Debris Final Report to City Representative.

1.9 JOB SITE ADMINISTRATION

- A. The Contractor shall review the environmental goals of this project with all subcontractors and sub-subcontractors. The Contractor shall make a proactive effort to increase awareness of these goals and ensure full compliance to the Construction and Demolition Debris Management Plan among the Contractor's job site workers and all subcontractors and other workers.
- B. The Contractor shall review MSDS (material safety data sheet) with workers on the job site. The Contractor shall discuss alternatives to minimize exposure to potentially harmful substances.
- C. The Contractor shall provide recycling containers for field office wastes to separate recyclable and compostable materials from trash using the City's blue, green, and black recycling system. To subscribe to these services, contact Recology Sunset Scavenger (415.330.1300) or Recology Golden Gate (415.626.4000). For assistance in setting up recycling and composting programs in field offices, contact: SFGovRecycling@SFEnvironment.org

1.10 PAYMENT

- A. There will not be a separate payment for work within this Section. All costs shall be incidental to other work and be included in the Total Bid Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

APPENDIX A TO SECTION 01750: C&D DEBRIS RECOVERY WORKSHEET

*To be filled out by Contractor & submitted to City Representative.
Please complete both pages of this form.*

Section 1: Project Information			
1. Project Name:		2. Project/Job Number:	3. Reporting Period:
4. Project Street Address:		5. City (if not in SF):	
6. Contractor Name			
7. Contractor Address			
8. City, State, Zip Code			
9. Office Phone:	10. Cell Phone:	11. Fax:	12. e-mail:
13. Preparer's Name:			14. Date Prepared:
15. Preparer's Signature:			16. Date Submitted:

 Original C&D Debris Management Plan (OMP)*

Estimated Start Date: _____ Estimated End Date: _____

*Attach a brief description of how this project will comply with the requirements identified in Section 01750, paragraph 1.6D. Review Article 1.9 of Section 01750 for other requirements to be conducted at the job site.

 Progress Payment Report (Monthly Summary Report)

Reporting Period (mm/yy): _____ Progress Payment No.: _____

 Final Report

Date Project Completed: _____

City Representative Review:

City Representative Signature:	Date:
--------------------------------	-------

Instructions for Completion of Section 2 - Debris Recovery Worksheet: (refer to Section 01750 for all definitions)

- (a) Enter the appropriate Diversion Activity Code associated with the kind of material being handled and how the material is being processed.
- (b) Enter Total Tons of material for each type of material being processed.
- (c) Enter Tons Recycled for each type of material being processed.
- (d) Enter Tons Reused for each type of material being processed.
- (e) Enter Tons diverted as Mixed Debris. Mixed Debris is defined as construction debris that has not been separated by material type at the site.
- (f) Enter name of facility where material will be taken. If project is located in San Francisco, Mixed Debris must be taken to a Registered Facility authorized to process the material.
- (g) Enter name of Transporter hauling the material. If project is located in San Francisco, only Registered Transporters are authorized to haul Mixed Debris.
- (h) Calculate Diversion Rate at bottom of worksheet per formula.
- (i) Submit completed form to City Representative.

Project/Job Number: _____

Reporting Period: _____

Progress Pmt. Number: _____

Section 2: Debris Recovery Worksheet

IMPORTANT: HAZARDOUS MATERIAL OR U-WASTE MUST BE SUMMARIZED SEPARATELY FROM THIS REPORT. DO NOT INCLUDE ANY HAZARDOUS MATERIALS AND UNIVERSAL WASTE IN THIS REPORT.

Diversion Activity Codes:

- | | |
|----------------------------------------------------------------------|--------------------------------------------------------------|
| 1 - Recycling of source-separated materials at a recycling facility. | 4 - Reuse of salvageable items. |
| 2 - On-site concrete or asphalt crushing for use on site. | 5 - Reuse of soil or dirt on site. |
| 3 - Recycling of mixed C&D debris. | 6 - Reuse of dirt or mixed inerts for landfill construction. |
| | 7 - Other diversion - please describe: |

WORKSHEET

Type of Material	Diversion Activity Code	Total Tons	Tons Recycled	Tons Reused	Tons Diverted As Mixed Debris*	Facility Used*	Transporter*	Balance from OMP
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	
MIXED C&D DEBRIS*		A						
SOURCE SEPARATED MATERIALS								
Asphalt								
Acoustical Ceiling Tiles								
Bricks, Granite, Finished Stone								
Carpet & Padding								
Concrete								
Corrugated Cardboard								
Dimensional Lumber & Beams								
Fixtures, Hardware, Doors, Windows								
Metal								
Mixed Inerts								
Rigid Plastic								
Soil/dirt/rock								
Trees, Landscape Debris, Wood Scraps								
Wallboard, Gypsum Sheet Rock								
Other:								
Sub-Totals		B	C	D				
Total (E = A + B)		E	Diversion Rate Calculations:		SF Projects: $[C+D+(A \times 0.65^*)] \div E \times 100$ Outside SF: $[C+D+(A \times ______ ^*)] \div E \times 100$			

Diversion Rate = % (h)

* For projects located in San Francisco, Mixed C&D Debris must be taken to a Registered Facility authorized to process the material, and it must be hauled by a Registered Transporter (lists available at sfenvironment.org/c&d); diversion rate for Registered Facilities is 65%. For projects outside SF the diversion rate is 65% if taken to one of our Registered Facilities; if taken to a non-registered facility check with local jurisdiction for that facility's recycling rate. If a facility does not have a local approved recycling rate, the diversion rate is calculated as zero.

SECTION 02050

DEMOLITION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section includes provisions for existing surface improvements to be cleared or removed from the site as shown on the Plans.
- B. Existing improvements shall include, but are not limited to: concrete or permeable paving, subgrade, planting and all improvements as indicated on the Sidewalk Landscaping Reference Plans and as described in these Specifications.

1.02 REFERENCE STANDARDS

- A. Standard Specifications of the City and County of San Francisco, Department of Public Works, Bureau of Engineering (SSDPWSF), Revised November, 2000.

1.03 RELATED SECTIONS

- A. Section 01027 Application for Payment
- B. Section 01500 Construction Facilities and Temporary Controls
- C. Section 01540 Protection of Property
- D. Section 02225 Pavement Cutting, Support Work, Backfilling and Compaction

1.04 QUALITY ASSURANCE

- A. The Contractor shall perform demolition work in accordance with Sections 700 and 701 of the SSDPWSF except as indicated herein.

1.05 EXISTING SITE CONDITIONS

- A. Bidders shall visit, inspect, and be familiar with existing site conditions and compare all such conditions with the Plans and Specifications to satisfy themselves as to the accuracy thereof. The submittal of a bid will be considered an acknowledgment by the bidder of familiarity with conditions under which the work is to be performed.
- B. No allowance will be made for any unfavorable conditions or events which might have been foreseen from a thorough examination of the Contract Documents, and the existing site conditions.

PART 2 – PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. The Contractor shall furnish all labor, equipment, and materials, as required for removing or salvaging existing surface facilities as shown on the Plans.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Notifications:
 - 1. Underground Service Alert:
 - a) Before commencing any excavation, obtain Underground Service Alert inquiry I.D. number by calling the following phone number:
Underground Service Alert: 1-800-642-2444
 - b) Allow four (4) calendar days after I.D. number is obtained and before excavation work is started so that utility owners can be notified.
 - c) I.D. numbers will not be given more than 10 calendar days prior to starting excavation work.

3.02 PROTECTION

- A. The Contractor shall provide for temporary protection of street lighting and traffic signals required for construction operations.
- B. Preservation of Property: The Contractor shall take necessary precautions to preserve and protect private and public property within and adjacent to the Contract site.
- C. The Contractor shall provide and maintain barricades, guard rails, plates and other safety devices as required as incidental work. Refer to Section 01500 of these Specifications.

3.03 SURVEY REFERENCE POINTS

- A. The Contractor shall locate and preserve horizontal coordinates and vertical elevations of San Francisco survey monument points during construction. The Contractor shall notify the County Surveyor at (415) 554-5833 to report any monuments in danger of destruction or removal. All city monuments must be protected per State Land Surveyors Act and City and Section 01540 of these Specifications.
- B. The Contractor shall not disturb, destroy or remove any survey monuments without the approval from the County Surveyor. The Contractor shall salvage any monuments removed during construction and shall deliver these monuments to the survey department at 875 Stevenson Street, 4th Floor.

3.04 SURFACE FACILITIES

- A. All facilities to be removed as the Contractor's property shall be removed from the site and disposed of in a legal manner.
- B. The Contractor shall remove debris from the work site daily, unless otherwise directed. Refer to Section 01500 for maintenance of the work area and dust control requirements.

3.05 PAVEMENT CUTTING

- A. Pavement Cutting shall be done in accordance with the requirements of Section 02225.

3.06 DISPOSAL

- A. Dispose of all removed and demolished materials in a legal manner as Contractor's property.
- B. The Contractor shall excavate and dispose of in a legal manner as Contractor's property the following, but not limited to:
 - 1. Asphalt concrete pavement, concrete pavement, concrete sidewalk, any existing planting slated for removal, roots, garbage, extra soil material, and other debris.

END OF SECTION 02050

SECTION 02211

ROUGH GRADING OF SOIL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cutting, grading and rough contouring the site in accordance with Section 700, 701, 705, 707, 708, 709, 710 of the Standard Specifications.

1.02 RELATED SECTIONS

- A. Section 02920 Landscape Grading and Drainage

1.03 REFERENCES

- A. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- B. DPW, Standard Specifications.

1.04 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of utilities remaining, by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 PRODUCTS

- A. Furnish required material for the cutting, grading and rough contouring of the site in accordance with Section 700, 701, 705, 707, 708, 709, 710 of the Standard Specifications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify site conditions.
- B. Establish elevations for the work as indicated by the drawings and directed by the City Representative.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.

- C. Protect above and below grade utilities which are to remain.
- D. Protect existing structures, fences, and curbs from excavation equipment and vehicular traffic.

3.03 CUTTING

- A. Make grade changes gradual. Blend slope into level areas.

3.04 TOLERANCES

- A. Top surface of sub grade: Plus or minus 1/10 foot.

END OF SECTION 02211

SECTION 02515

UNIT PAVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Unit pavers
 - 2. Joint/opening filler material
 - 3. Setting Bedding material
 - 4. Open-graded Base aggregate
 - 5. Open-graded Sub-base aggregate
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02050 Demolition
 - 2. Section 02920 Landscape Grading and Drainage

1.3 REFERENCE STANDARDS

- A. Standard Specifications of the State of California Department of Transportation (CTSS), 2006.
- B. Standard Specifications of the City and County of San Francisco, Department of Public Works (SSDPW), July 1986.
 - 1. Section 205.03 Samples and Testing
- C. American Society for Testing and Materials (ASTM)
 - 1. C67, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
 - 2. C136, Method for Sieve Analysis for Fine and Course Aggregate
 - 3. C936, Standard Specification for Solid Interlocking Concrete Pavers.
 - 4. D1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
- D. Interlocking Concrete Paving Institute
 - 1. Permeable Interlocking Concrete Pavement manual.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Shop Drawings and Details: Indicate perimeter conditions, junction with other materials, expansion and control joints, paver layout, pattern, and color arrangement, installation details. Indicate layout, pattern, and paving joints in relationship to fixtures and project details.
- C. Sieve analysis of aggregates for base and bedding materials per ASTM C936.
- D. Permeable Concrete Pavers::
 - 1. Manufacturer's product catalog sheets with specifications
 - 2. Four representative full-size samples of each paver type, thickness, color and finish. Submit samples indicating the range of color expected in the finished installation.
 - 3. Accepted samples become the standard of acceptance for the work of this section.
 - 4. Laboratory test reports certifying compliance of manufacturer's concrete pavers with ASTM C 936.
 - 5. Manufacturer's material safety data sheets for safe handling of the specified materials and products.
- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.5 QUALITY CONTROL

- A. Installer Qualifications: Engage an experienced Installer who has completed 5 years of unit paver installations similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Single-Source Responsibility: Obtain each color, type, and variety of unit pavers, joint materials, and setting materials from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.
- C. Mockup: Prior to installing unit pavers, construct mockups in 2 locations for each typical application to verify materials, patterns and workmanship at curves, intersections and site furnishings. Build mockups to comply with the following requirements, using materials indicated for final unit of Work, including specified base construction, special features for expansion joints, and contiguous work as indicated.
 - 1. Locate mockup areas, 25 square feet minimum for each pattern or as directed by City Representative.
 - 2. Notify City Representative one week in advance of the dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship, including cutting, tapering and fitting of pavers along radial edge and straight intersections contiguous with each other; and adjacent to or under concrete edges or site furnishings. Include drilling through pavers set on mortar to anchor site furnishings.
4. Obtain City Representative's acceptance of mockups before start of final unit of Work.
5. Retain and maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - a. When directed, demolish and remove mockups from Project site.
 - b. Accepted mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed Work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Comply with Manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact.
 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings and adjacent paving.
 2. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift.
 3. Unload pavers at job site in such a manner that no damage occurs to the product or existing construction.
- D. Storage and Protection: Store materials in protect area such that they are kept free from mud, dirt, rust, and other foreign materials.

1.7 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

1.8 MAINTENANCE

- A. Extra materials: Provide 5% additional materials for use by owner for maintenance and repair. This material shall be from the same production run as the installed materials.

PART 2 - PRODUCTS

2.1 UNIT PAVER OPTIONS

- A. Brick

1. Paver Type: McNear 'Red wire cut' (8 1/8" x 3 7/8" x 2 7/16") , as manufactured by McNear Brick and Block, Rafael, CA (415)454-6811; or approved equal.
- B. Concrete Paver:
 1. Paver Type: McNear 'Permeable Paver' Charcoal/Tan (11" x 8 1/4" x 2 3/8") , as manufactured by McNear Brick and Block, Rafael, CA (415)454-6811; or approved equal.
- C. Permeable Paver:
 1. Paver type: "Estate Hydro-Flo" pavers, 60mm or 80mm, with spacers, and no top bevel, as manufactured by Pacific Interlock Paving stone, Hollister, CA; (831) 637-9163; or approved equal, no known equal.
 - A. Pavers for Sidewalk areas: 6" x 6" x 2.375" (60mm) "Hydro-Flo Estates" paver, Color: B6 Tahoe Granite.
 1. Material Standard: Comply with material standards set forth by ASTM C936-08.
 2. Color Pigment: Material Standard: Comply with ASTM C 979.
 3. Coverage: See manufacturer's literature.
 4. Setting Patterns: Running bond set perpendicular to curb.
 5. Average Compressive Strength (ASTM C 140): not less than 8000 psi with no individual unit under 7200psi.

2.2 CRUSHED STONE AGGREGATE BASE

- A. Crushed stone with 90% fractured faces, LA Abrasion <40 per ASTM C131, minimum CBR of 80% per ASTM D 1883.
- B. Do not use rounded river gravel
- C. All stone materials shall be washed with less that 1% passing the No. 200 sieve.
- D. Sand for joint/opening filler shall be fine, sharp, nonplastic aggregate complying with ASTM C33.
- E. Setting Bed, Base, and Sub-base: conforming to ASTM D 448 gradation as shown in Tables 1, 2, and 3 below:

Table 1
Grading Requirements for ASTM No.8 Setting Bed

Sieve size	Percent Passing
12.5 mm (1/2 in.)	100
9.5 mm (3/8 in.)	85 to 100
4.75 mm (No. 4)	10 to 30
2.36 mm (No. 8)	0 to 10
1.16 mm (No. 16)	0 to 5

Table 2
Grading Requirements for ASTM No. 57 Base

Sieve size	Percent Passing
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

Table 3
Grading Requirements for ASTM No. 2 Sub-base

Sieve size	Percent Passing
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

- F. Acceptable Manufacturers/Suppliers
1. Graniterock, A.R. Wilson Quarry, Aromas, CA, (831) 768-2380; or equal - submit product information for approval.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces indicated to receive paving, with Installer present, for compliance with requirements for compaction, installation tolerances and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and remove dirt, dust, debris, and loose particles.
- B. Remove substances from concrete substrates that could impair setting, including curing and sealing compounds, form oil, and laitance.
- D. Proof-roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Do not proceed with installation of unit pavers until deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

3.3 INSTALLATION

- A. General

1. Any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities shall be removed before application of the subbase materials.
 2. Keep area where pavers and base courses are to be installed free from sediment, cement dust, excess concrete from adjacent pours, and all debris and trash, during entire job.
 3. Base and bedding materials contaminated with sediment shall be removed and replaced with clean materials.
 4. Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the Engineer.
 5. Prior to placement of base course material, scarify native soil to a minimum 2"-depth, while avoiding compaction of native soil material.
- B. Open-graded subbase and base
1. Moisten, spread and compact the No. 2 subbase in 4 to 6 in. lifts (100 to 150 mm) lifts.
 2. For each lift, make at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 T vibratory roller until there is no visible movement of the No. 2 stone. Do not crush aggregate with the roller.
 3. The surface tolerance of the compacted No. 2 subbase shall be $\pm 2 \frac{1}{2}$ in. (± 65 mm) over a 10 ft (3 m) straightedge.
 4. Moisten, spread and compact No. 57 base in 4 in. (100 mm) lifts over the compacted No. 2 subbase with a minimum 10 vibratory roller until there is no visible movement of the No. 57 stone. Do not crush aggregate with the roller.
 5. The surface tolerance the compacted No. 57 base should not deviate more than ± 1 in. (± 25 mm) over a 10 ft (3 m) straightedge.
- C. Bedding layer
1. Moisten, spread and screed the No. 8 stone bedding material.
 2. Fill voids left by removed screed rails with No. 8 stone.
 3. The surface tolerance of the compacted surface should not deviate more than $\pm 3/8$ in. (± 10 mm) over a 10 ft (3 m) straightedge.
 4. Do not subject screeded bedding material to any pedestrian or vehicular traffic before paving unit installation begins.
- D. Permeable interlocking concrete pavers and joint/opening fill material
1. Lay the pavers in the pattern(s) and joint widths shown on the drawings. Maintain straight pattern lines.
 2. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/3 of a whole unit.
 3. Cut pavers to be placed along the edges with a double-bladed splitter or masonry saw.
 4. Fill the openings and joints with No. 8 stone.
 5. Remove excess aggregate by sweeping pavers clean.
 6. Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 4,000 lbs (18 kN)

- centrifugal compaction force. This will require at least two passes with the plate compactor.
7. Do not compact within 6 ft (2 m) of any unrestrained edges of the paving units.
 8. Apply additional aggregate to the openings and joints, filling them completely. Remove excess aggregate by sweeping and compact the pavers. This will require at least two passes with the plate compactor.
 9. All pavers within 6 ft (2 m) of the laying face must be left fully compacted at the completion of each day.
 10. The final surface tolerance of compacted pavers shall not deviate more than $\pm 3/8$ in. (± 10 mm) under a 10 ft (3 m) long straightedge.
 11. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent concrete curbs, headers, adjacent paving, adjacent drainage inlets, concrete collars or channels.
- E. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- F. Mix pavers from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
- G. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

3.4 FIELD QUALITY CONTROL

1. After sweeping the surface clean, check final elevations for conformance to the drawings.
2. Lippage: No greater than 3/32" (2mm) difference in height between adjacent pavers.

3.5 REPAIR, CLEANING, AND PROTECTION

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement. Restore setting bed to optimum conditions.
3. Cleaning: Remove excess materials with approved materials and method. Sweep clean surface and surroundings every day before end of work.
 4. **After work in this section is completed, the General Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent activity on the site. The area shall be covered with minimum 4mil thick plastic sheeting. The contractor shall be responsible for keeping this**

protective covering free from rips and tears and other damage for project duration.

- E. Provide final protection and maintain conditions in a manner acceptable to Installer that ensures that unit paver work is without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 02520

PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes specifications for constructing concrete curb, sidewalk, and concrete pavement at the locations and to the dimensions shown on the Sidewalk Landscaping Reference plans.
- B. Preparation of subgrade to proper elevation including excavating, backfilling, existing sidewalk, existing pavement and compaction as required shall be done as Incidental Work to the above mentioned new concrete work.
- C. Tree roots under sidewalk and pavement areas shall be removed with a sharp edge instrument to a depth of eight (8) inches below finished grade as Incidental Work. Feeder roots greater than two (2) inches in diameter shall be checked by the Bureau of Urban Forestry. Call the Customer Service number 311 prior to removal by the Contractor.

1.02 REFERENCE

- A. Standard Specifications of the City and County of San Francisco, Department of Public Works, Bureau of Engineering (SSDPWSF), revised November, 2000.
- B. Standard Plans of the City and County of San Francisco, Department of Public Works, Bureau of Engineering dated April 2007.

1.03 SPECIAL INSTRUCTIONS

- A. Notifications
 - 1. Underground Service Alert
 - a. Before commencing any excavation, obtain Underground Service Alert inquiry I.D. number by calling the following phone number:

Underground Service Alert: 1-800-227-2600
 - b. Allow four (4) calendar days after I.D. number is obtained and before excavation work is started so that utility owners can be notified by Contractor.
 - c. I.D. numbers will not be given more than 10 calendar days prior to starting excavation work.

B. Broken Water Meter Boxes

1. Replace any broken San Francisco Water Department (SFWD) meter boxes before placing new sidewalk. Call SFWD at (415) 550-4945 to pick up the meter boxes free of charge.

C. California Code and Regulations

1. The Contractor shall comply with all OSHA Code requirements during this contract. Article 37, Section 2946 "Provisions for Preventing Accidents Due to Proximity to Overhead Lines" and Article 37, Section 2947 "Warning Signs Required".

D. Muni Railway

1. If Muni overhead wires are encountered, the overhead wires will be kept energized at all times. The overhead trolley wires carry a minimum of 600 Volts DC and have an 18' +/- feet clearance from the existing roadway. The Contractor shall adapt his methods and equipment to this condition, and shall take precautions against accidents and damage to the overhead wires and feeder cables when performing paving and/or concrete work with overhead wires and feeders energized.

E. Local Access

1. The Contractor shall provide local access to garages by the end of each work shift by placing steel plate(s) over excavated area(s). It shall be the Contractor's responsibility to notify residents of the construction schedule prior to any work that may disrupt access to garages or other entrances and provide access during construction where as needed or requested by the City Representative.

F. Spray Paint

1. Prior to the start of construction, the Contractor shall furnish the City Representative with ten (10) spray paint cans as Incidental Work at no additional cost to the City.

G. Limit Construction Activities:

1. Excavation site may not exceed two consecutive blocks at any time.

H. Granite Curb

1. In the event granite curb is to be replaced with concrete curb, the Contractor shall remove them from the work site as City property. Only granite curb greater than 4 feet in length will be accepted. Granite curb shall be neatly and securely placed

on pallets so they can be moved about safely after delivery. The cobblestones shall be delivered, including off loading, to the back lot at the Griffith Pump Station located at 1105 Thomas Street or where directed by the City Representative within the City of San Francisco. Contact Mr. Kingsley Roberts of the Bureau of Street and Sewer Repair at (415) 695-2087 48 hours prior to delivery.”

2. The Contractor shall exercise care in transporting the granite curb so as to minimize damage.
3. Salvage, hauling and delivery of existing granite curb to the designated areas from the project site shall be done as incidental work.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Portland Cement: In accordance with the requirements of Section 800.02 of SSDPWSF.
- B. Aggregate: In accordance with the requirements of Sections 800.03, 800.04, 800.05, and 800.06 of SSDPWSF. The contractor shall substitute recycled concrete for a portion of the virgin aggregate in an amount no less than 15% of the total dry aggregate mass. The recycled concrete material shall meet or exceed the specified requirements. When recycled material is used for concrete base, exposed concrete applications, such as, sidewalk, curb, and pavement, the Sodium Sulfate Soundness test (ASTM C88) is waived. Recycled concrete material will not be allowed in structural concrete or decorative concrete with an exposed aggregate finish.

2.02 MIXES

- A. Concrete Curb: In accordance with the requirements of Section 202.06 and 800.11 of SSDPWSF.
- B. Concrete Sidewalk: In accordance with the requirements of Sections 204.01 and 800.11 of SSDPWSF.
- C. Concrete Base: Concrete for concrete base shall be Class 6-3000-3/4, and contain the admixture 2 pounds calcium chloride per sack of cement (800.08 and 800.11) to accelerate the setting of the concrete in accordance with the requirements of Section 800 of SSDPWSF.
- D. Concrete Pavement: In accordance with the requirements of Sections 210.04, 800.08 and 800.11 of SSDPWSF.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Preparation and Compaction of subgrade: In accordance with the requirements of Section 200 of SSDPWSF.
 - 1. Concrete Curb: In accordance with the requirements of Section 202 of SSDPWSF.
 - 2. Concrete Sidewalk: In accordance with the requirements of Section 204 of SSDPWSF.
 - 3. Concrete Base: In accordance with the requirements of Section 207 of SSDPWSF.
 - 4. Concrete Pavement: In accordance with the requirements of Section 210 of SSDPWSF.
- B. Preparation of subgrade to proper grade, excavating, backfilling, and compacting shall be considered as Incidental Work to the applicable bid items where excavation is required to perform the work.
- C. Asphalt shaving or grindings shall not be used as fill material.
- D. Saw cutting and removal of concrete sidewalk and curb where required to perform the work.

3.02 INSTALLATION

A. CONCRETE CURBS

- 1. Concrete Curb: In accordance with the requirements of Section 202 of SSDPWSF.
- 2. Placing Concrete: In accordance with the requirements of Section 202.07 of SSDPWSF.
- 3. Construction Joints: In accordance with the requirements of Section 202.08 of SSDPWSF.
- 4. Finishing: In accordance with the requirements of Section 202.09 of SSDPWSF.
- 5. Protection and Curing: In accordance with the requirements of Section 202.10 of SSDPWSF.
- 6. Repair and Replacement: In accordance with the requirements of Section 202.12 of SSDPWSF.
- 7. Painting: In accordance with the requirements of Section 202.13 of SSDPWSF.

B. CONCRETE SIDEWALK

1. Concrete Sidewalk: In accordance with the requirements of Section 204 of SSDPWSF.
2. Placing Concrete: In accordance with the requirements of Section 204.05 of SSDPWSF.
3. Finishing: In accordance with the requirements of Section 204.06 of SSDPWSF.
4. Joints: In accordance with the requirements of Section 204.07 of SSDPWSF.
5. Protection and Curing: In accordance with the requirements of Section 204.09 of SSDPWSF.
6. Sidewalk shall not be constructed monolithic with curb.
7. Street Names: In accordance with the requirements of Section 204.08 of SSDPWSF.

C. CONCRETE BASE

1. Concrete Base: In accordance with the requirements of Section 207 of SSDPWSF.
2. Placing Concrete: In accordance with the requirements of Section 207.05 of SSDPWSF.
3. Construction Joints: In accordance with the requirements of Section 207.06 of SSDPWSF.
4. Dummy Joints: In accordance with the requirements of Section 207.07 of SSDPWSF.
5. Protection and Curing: In accordance with the requirements of Section 207.08 of SSDPWSF.

D. CONCRETE PAVEMENT

1. Concrete Pavement: In accordance with the requirements of Section 210 of SSDPWSF, except that the pavement thickness shall be eight (8) inches unless otherwise noted.
2. Placing Concrete: In accordance with the requirements of Section 210.05 of SSDPWSF.
3. Construction Joints: In accordance with the requirements of Section 210.07 of SSDPWSF.

4. Dummy Joints: In accordance with the requirements of Section 210.08 of SSDPWSF.
5. Protection and Curing: In accordance with the requirements of Section 210.09 of SSDPWSF.

3.04 FIELD QUALITY CONTROL

- A. The Contractor will perform water tests to satisfactorily demonstrate the proper drainage of the constructed curb and gutter including curb and gutter at constructed curb ramps. The Contractor will flush with water approximately 50 feet of the upstream end of each curb and gutter including curb and gutter at curb ramps for two minutes with minimum flow rate of 0.02 cubic feet per second or approximately 20 gallons equivalence. After five minutes, the City Representative and Contractor shall make visual inspection of gutter to demonstrate proper drainage and no ponding. The water test shall be considered Incidental Work.
- B. Contractor shall make corrections necessary to demonstrate proper drainage with no ponding and shall be considered Incidental Work and no separate payment will be made. The Contractor's correction method must be approved by the City Representative. The City Representative's approval does not release the Contractor from the successful execution of the remedy and the requirement to demonstrate proper drainage of the constructed curb and gutter work including curb and gutter at constructed curb ramps.

END OF SECTION 02520

SECTION 02730

DECOMPOSED GRANITE PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Decomposed granite paving.

1.2 RELATED SECTIONS

- A. Section 02925 – Landscape Planting

1.3 REFERENCES

- A. ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.

1.4 QUALITY ASSURANCE

- A. Decomposed granite paving shall meet US Department of Transportation/Federal Highway Administration Standard rating for surface firmness of 0.3 inches or less and surface stability of 0.5 inches or less as measured by a rotational penetrometer.

1.5 SUBMITTALS

- A. One-half cubic foot quarry fines approval prior to delivery of materials to site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. California Gold Track Fines, color to match existing, a crushed natural stone; free of shale, clay, friable materials and debris; distributed by TMT, San Jose, CA (408) 432-9040, or equal.

Sieve Size	Percent Passing
#4	95-100
#30	30-50
#200	5-15
Sand Equivalent	38 minimum

- B. Binder Material: “SDG”, as manufactured by Stabilizer Inc., Phoenix, Arizona, (800)336-2468, or “Stabilizer” as manufactured/distributed by Horizon Marketing, Santa Cruz, CA. (408)274-9409.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify 80 percent relative compacted subgrade is dry and ready to receive work of this Section.
- B. Verify gradients and elevations of base are correct.

3.2 QUARRY FINES PLACEMENT

- A. Mix Stabilizer and decomposed granite per manufacturer of stabilizer's instructions at an off-site location, to provide a uniform even mix. Use of an off-site cement mixer per City Representative's approval.
- B. Spread material over prepared substrate as shown on the drawings to at total compacted thickness as shown on the Drawings. Decomposed granite may be used as paving material or mulch material depending on application. Refer to drawings.
- C. Scarify surface prior to placement of layers to provide a bond between the layers.
- D. Place quarry fines and compact by water filled lawn roller to 90 percent optimum moisture content in accordance with ASTM D1557.
- E. Level surfaces to elevation and gradients as indicated.
- F. Perform hand tamping in areas inaccessible to compaction equipment.

3.3 PROTECTION

- A. Protect installed site furniture, if required, during the construction period to prevent damage and wear.

END OF SECTION 02730

SECTION 02825

REMOVAL OF EXISTING PLANT MATERIAL

PART 1 GENERAL

1.01 SECTION INCLUDES

Provide all material, labor, equipment, and service necessary for the safe removal of existing plant material, as shown on the Sidewalk Landscaping Reference Drawings and as specified herein. The work of this Section includes but is not limited to:

- A. Removal and demolition of trees and tree stumps.
- B. Removal and disposal of all tree trunks and other plant material remaining with in limit of work areas.
- C. Removal of large roots and tree trunk to a minimum of 36 inch below rough grade.

1.02 RELATED SECTIONS

- A. Section 02050 - Demolition
- B. Section 02925 - Landscape Planting
- C. Sections 1007 and 1009, STANDARD SPECIFICATIONS, Department of Public Works, Bureau of Engineering: Planting; Restoration of Existing Lawn and other Planting.

1.03 REFERENCE STANDARDS

- A. Refer to Section 02925 - Landscape Planting

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING IMPROVEMENTS

- A. Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
- B. Provide protections necessary to prevent damage to existing and proposed utilities.
- C. Protect existing trees and vegetation indicated to remain in place, against unnecessary, cutting breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excessive foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guard to protect trees and vegetation to be left standing.

3.02 SITE CLEARING

- A. General: Remove trees, shrubs, grass and other vegetation, improvements or obstruction as required to permit installation of new construction. Remove similar items elsewhere on site of premises as indicated. Removal includes digging out and off-site disposing of stumps and roots.
- B. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.
- C. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 5 inches. Satisfactory topsoil is reasonable free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter and without weeds, roots, and other objectionable material.
 - 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - 2. Remove heavy growths of grass from areas before stripping.
 - 3. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 - 4. Stockpile topsoil in storage piles in areas indicated or as directed by City Representative. Construct storage piles to provide free drainage of surface water. Cover storage, as required to prevent erosion.

5. All topsoil stockpiled for re-use is to be tested. One test minimum per 50 yards. See Section 02923 - Landscape Grading.
 6. Dispose of unsuitable or excess topsoil same as specified for disposal of waste material.
- D. Completely remove stumps, roots, and other debris protruding through the ground surface to a minimum depth of 18 inch below rough grade.
- E. Use only hand methods for grubbing and clearing work within the drip line of trees indicated to remain.

END OF SECTION 02825

SECTION 02920

LANDSCAPE GRADING AND DRAINAGE

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide all material, equipment and services necessary for the furnishing and installation of a complete landscape grading installation, as shown on the Drawings and as specified herein. The work includes but is not limited to:
1. Finish grading of landscaped areas
 2. Soil amendment
 3. Import topsoil for planting areas
 4. Plant pit backfill
 5. Mulch Options 1-3
 6. Drain Rock
 7. Weed Barrier and Filter Fabric

1.02 RELATED SECTIONS

- A. Section 02950 - Landscape Planting

1.03 REFERENCE STANDARDS

- A. Comply with the applicable provisions of the following:
1. Agricultural Experimental Station Extension Service, University of California, 1979, Publication No. 4091.
- B. STANDARD SPECIFICATIONS (DPWSS) City and County of San Francisco, Department of Public Works, 1986. Section 1001 - Site Preparation, Section 1002 - Earthwork and Section 1007 - Planting.

1.04 DEFINITIONS

- A. Site Soil: All existing topsoil.
- B. Amended Backfill: Homogeneous mixture of site soil or imported topsoil combined with amendments for use as a planting medium.
- C. Import Top Soil: For backfill in planting areas.

- D. Plant Pit Backfill: Amended site soil for backfill in planting pits.

1.05 QUALITY ASSURANCE

- A. Testing Laboratory: Recognized laboratory for soil and plant disease analysis for ornamental horticulture, approved by the Department of Public Works Urban Forester. Testing laboratory is to perform all work in accordance with the current methods of the Association of Official Agricultural Chemists at the Contractor's cost.

1.06 SUBMITTALS

- A. General: Submittals shall be in accordance with the requirements of Section 01300 - Submittals.
- B. Product Data: Furnish copies of manufacturer's literature and laboratory analytical data to City Representative for review of the following items.
 - 1. Nitrolized Firbark, soil amendment
 - 2. Top soil
 - 3. Mulch
 - 4. Weed and Filter Fabric

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Amendments: Store amendments, bark mulch, soil mix, and other materials which could stain concrete and similar surfaces in such a manner that staining does not occur.

PART 2 PRODUCTS

2.01 PLANTING AREA BACKFILL

- A. Existing Site Soil: All soils used in planting areas shall be free of rocks over one-half inch in diameter, and free of foreign debris. Soil shall be free from sub-soil, refuse, plants or roots, clods, weeds, viable weed seeds, sticks, solvents, petroleum products, concrete, base rock, or other deleterious or extraneous material. Soil shall be free of soil-borne diseases, and capable of sustaining healthy plant life.

- B. General Import Topsoil: As supplied by American Soil Products Inc., Richmond, CA, 1-510-292-3000; The Soil Farm, Half Moon Bay, CA 1-650-726-0100; or Lyngso Garden Materials, Inc., 19 Seaport, Redwood City, CA, 1-415-364-1730 or approved equal.
1. All import topsoil shall be fertile, friable soil of loamy character, containing an amount of organic material, shall be from the same source and shall have:
 - a. Must have pH factor between 6.0 and 7.2 (reaction of paste during soils testing).
 - b. Salinity of less than 2.0 (Electrical conductivity in mmho/cm).
 - c. Sodium absorption ration (SAR) of less than 6.0
 - d. Sodium: Less than 5.0 mill equivalents per liter or 150 ppm.
 - e. Chloride: Less than 5.0 mill equivalents per liter or 150 ppm.
 - f. Boron content less than one part per million.
 - g. Organic matter content less than 5%.
- C. Transport import topsoil directly from source to final position. If stockpiling is required, the City Representative will designate locations and amounts of stockpiles.

2.02 AMENDMENTS

- A. Iron Sulfate: Ferric sulfate, containing minimum 18-20 percent iron expressed as an elemental. Caution: Iron sulfate will stain brick, concrete, granite, stucco and tile surfaces. Avoid contact with these surfaces. After iron sulfate application, clean all such surfaces before any water application, including rains.
- B. Calcium Carbonate Lime: Ground oyster shell type.
- C. Soil sulfur

2.03 MULCH OPTIONS

- A. Option 1- Decomposed Granite Mulch: California Gold Track Fines, color to match existing, a crushed natural stone; free of shale, clay, friable materials and

debris; distributed by TMT, San Jose, CA (408) 432-9040, or equal. Refer to Specification 02730.

- B. Option 2- Organic Mulch: Pro-Chip manufactured by BFI Organics or equivalent recycled wood chip mulch. Recycled mulch chip shall be made from kiln dried lumber and be color enhanced with mineral pigments that have a demonstrated color longevity of +1 year. If alternative recycled mulch chip is considered, samples must be submitted to the City Representative for review. BFI - Newby Island Compost Facility 1601 Dixon Landing Road Milpitas, CA 95035 Contact: Hilary Gans Phone: 408.945.2836; or equal.
- C. Option 3- Stone Mulch:
1. 'Ginger Rock'. Size range is 3/4". Distributed by Broadmoor Landscape Supply, 1350 El Camino Rd., South San Francisco, CA 94080.
 2. "California or Felton Gold", 3/4"-1" diameter, crushed natural stone; distributed by TMT Enterprises, San Jose, CA (408) 432-9040; or equal.

2.04 DRAIN ROCK -NOT USED

2.05 WEED BARRIER AND FILTER FABRIC

- A. Weed Barrier and Filter fabric shall be nonwoven polypropylene material 4 oz. weight, with a water flow rate of 145 and permeability of .22 as manufactured by Fabriscape Landscape Fabrics, product name Professional Plus, 4oz. Nonwoven Filter Fabric and Weed Control or approved equal.

PART 3 EXECUTION

3.01 FINISH GRADING

- A. General: All areas to be planted shall be free of rocks over one-half inch in diameter and free of foreign debris, subsoil, refuse, plants or roots, clods, weeds, sticks, solvents, petroleum products, concrete, base rock, or other deleterious or extraneous material.

Areas to be planted shall be free of soil-borne diseases and capable of sustaining healthy plant life. Do all work necessary to bring site soil, imported soil and planter backfill to compliance with these requirements.

1. Verify positive drainage rate in tree pits, planting areas and elsewhere as directed by City Representative . See Section 02950 Landscape Planting.
- B. Surface Drainage: Contractor is responsible for proper surface drainage of planted areas.

C. Final Contouring:

1. Handle and place the soil and amended backfill to required depths as shown on Drawings.
 - a. Deposit amended backfill in horizontal lifts not exceeding 12 inches. Moisten to settle. Compact or roll each lift to 85 percent relative compaction.
2. Finished surface shall be smooth and uniform, and shall be free of depressions that retain standing water, or any surface irregularities that would impede proper drainage.

Unless otherwise noted, finished grade for all planting areas and tree pits shall allow for a three inch mulch layer for stone mulch and 2 inch mulch layer for organic mulch, set 1/2 inch below top of adjacent walks, pavement, curbs, and walls.

3.02 SOIL AMENDMENT

- A. Existing Site Soil: Amend the surface in accordance with recommendations contained in the soils report for this work. The following recommendation is to be used for bidding purpose only; all final amendment procedures are to be in accordance with recommendations based on testing at no additional cost. Amend the surface to a depth of six inches by thoroughly blending the following amendments per 1000 square feet:

<u>Amount</u>	<u>Ingredient</u>
6 cubic yards	Nitrogen stabilized 0 - 1/4" maximum fir bark
35 pounds	6-20-20 commercial fertilizer as specified
15 pounds	Iron sulfate (20% Fe)
15 pounds	Soil sulfur

- B. Plant Pit Backfill: Amend plant pit backfill in accordance with Drawings and as follows, or as recommended by the Testing Laboratory:

<u>Amount</u>	<u>Ingredient</u>
3 cubic yards	Site soil
1 cubic yards	Nitrogen stabilized 0-1/4" maximum fir bark
3 pounds	6-20-20 commercial fertilizer as specified

1 pound Iron sulfate (20% Fe)
1 pound Soil sulfur

- C. Additional Amendments: Soil amendment recommendations will vary for planting areas using imported topsoil to establish finish grade. Provide additional amendments as required by subsequent soil testing.

3.03 PLACEMENT OF PLANTING BACKFILL

- A. General: Place planting backfill mix to the depths specified to obtain finish grades shown in Planting Details. Soil mix shall be handled in a manner so as to prevent segregation of ingredients.

Thoroughly water planting backfill mix after placement to compact and settle mix.

- B. Place planting backfill in one foot lifts and jet wash in between lifts to specified compaction rate.

END OF SECTION 02920

SECTION 02950
LANDSCAPE PLANTING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide all labor, material, equipment, and services for the furnishings and installing of listed work. The work includes but is not limited to:
1. Preparation of planting pits
 2. Preparation of planting areas
 3. Soil amendments
 4. Staking
 5. Final Inspection

1.02 RELATED SECTIONS

- A. Section 02920 - Landscape Grading
- B. Section 02990 – Landscape Maintenance

1.03 REFERENCES

- A. ANSI Z60.1 - Nursery Stock.
- B. STANDARD SPECIFICATIONS (DPWSS), City and County of San Francisco, Department of Public Works, 1986. Section 1007-Planting.

1.04 QUALITY ASSURANCE

- A. Provide inspection for verifying species or variety and acceptability of plants for robustness, and branching structure.
- B. Before delivery contact City Representative ten days in advance of plant delivery to site. All nursery stock shall be available for inspection at a nursery located within fifty road miles from San Francisco's City Hall.

1.05 SUBMITTALS

- A. General: Submittals to be in accordance with the requirements of Section 01300. Submit to City Representative.
- B. A list of all plant material ordered with size, quantity, species and the nurseries supplying the material.
- C. Cut sheet
 - 1. Soil amendments

1.06 QUALIFICATIONS

- A. Installer: The contractor shall possess a C-27 Landscape Contractors License. Company shall specialize in installing planting and pruning the plants with five years documented experience.
- B. Nursery: Companies specializing in growing and cultivating, harvesting and transporting plants with five years minimum documented experience, comparable to:
 - 1. Pacific Nursery: Colma, CA 650-755-2330
 - 2. Boething Treeland, Portola Valley, CA 650-851-4770
 - 3. Suncrest Nursery, Watsonville, CA 831-728-2595
 - 4. Elkhorn Native Plant Nursery, Moss Landing CA 831-763-1207

1.07 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies approved herbicide/pesticide list, and pre-emergent herbicide composition.
- B. Plant Materials: Certified by federal and state codes. Described by ASTM Z60.1; free of disease or hazardous insects.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver herbicide in waterproof bags showing weight, chemical analysis and name of manufacturer.
- B. Protect plants until planted.
- C. Deliver plant materials immediately prior to placement. Keep plants moist and heeled in.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plants when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.
- B. Do not install plants when wind velocity exceeds 30 mph.
- C. Provide drainage test in tree pits prior to backfilling.
 - 1. Test for drainage by filling areas with six inches of water. Standing water after 12 hours indicates drainage deficiencies. Provide remedial measures to correct deficiencies by constructing in each area six 4-inch diameter by 12 inch drain hole, using perforated PVC pipe, filled with coarse sand and wrapped with filter fabric.
 - 2. Report in writing to the City Representative all areas not passing these tests, and all soil conditions the Contractor considers detrimental to growth of plant material. State condition, and proposal and cost estimate for correcting the condition beyond remedial measure.
 - 3. Failure to perform drainage tests and to notify the City Representative in writing of the conditions specified above, renders the Contractor responsible for all plant failure that occurs as a result of inadequate drainage or detrimental soil conditions.

1.10 COORDINATION

- A. Drainage Test:
Supply results of rate of drainage for each tree pit. Fill pit with 152 mm (6 inches) water. Record drainage rate after one hour and 4 hours. If water remains after 4 hours, construct up to six 102 mm (4 inch) diameter by 300 mm (12 inch) deep drain holes and fill with 6 inches of water. If water drains after 4 hours, fill with coarse sand, and cover with filter fabric.

1.11 WARRANTY

- A. **Contractor is expected to provide healthy, vigorous trees and plants. There is no warranty however on plant material. City Representative has the right to reject any plant material prior to time of final approval. Contractor is obligated to replace rejected plant material.**

PART 2 PRODUCTS

2.01 PLANTS

- A. General: Plants shall be nursery and/or field grown in accordance with good horticultural practices under climatic conditions similar to those of project for at least eighteen months per contract growing agreement.
 - 1. Acclimatization: Plant material shall be properly acclimated and conditioned, in accordance with good horticultural practices, for the exposure, wind and humidity levels, soil and other conditions, occurring at the project site and in the proposed plant locations.
 - 2. Quality: Plants shall be superior in form, compactness and symmetry, sound, healthy vigorous, well branched and densely foliated when in leaf; free of disease, insect pests, eggs or larvae, and free from physical damage or adverse conditions that would prevent thriving growth,
 - 3. All plants shall be true to type or name as shown on the Drawings and shall be individually tagged as specified herein.
 - 4. All plants shall be healthy, have a form typical for the species or cultivar, be well rooted, and properly trained.
- B. Do all work necessary to bring and maintain material in conformance with the requirements of this Section.

2.02 PLANTING AND TREE PIT BACKFILL

- A. General: See Section 02920 Landscape Grading for imported topsoil and amendments used for amended backfill.

2.03 AMENDMENTS

- A. General: See Section 02920 - Landscape Grading for amended backfill, special soil mix, and mulch.

2.05 MATERIALS

- A. General: All materials supplied shall be free of deleterious and extraneous substances, including contaminants detrimental to plant growth, such as excess salts, boron, solvents, etc.

- B. Staking Materials:
 - 1. Ties: Corded rubber type, with a broad smooth surface in contact with the tree.
 - 2. Stakes: 2-inch diameter by 12-feet long, pointed at one end, copper naphthanate - treated wood. Provide three (3) minimum per tree. Do not penetrate root ball.
 - 3. Crossbraces: 1-inch by 3-inch by outside distance of stakes; douglas fir. Provide three (3) minimum per tree. Branching structure will determine brace position. Secure with galvanized nails.
- C. Water: Clean, potable and free of deleterious matter. Source, in accordance with regulations and codes governing water conservation measures for the City and County of San Francisco.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Verify that prepared subsoil is ready to receive work.
- B. Installation Observations: Specifically request the following observations.
 - 1. Plant material at place of growth.
 - 2. Plant delivery at project site.
 - 3. Plant pits and drainage test.
 - 4. Planting area backfill and finish grading prior to planting.
 - 5. Layout and placement of plant material at time of planting.
 - 6. Staking procedures.
 - 7. Pruning, trimming and maintenance procedures.

3.02 PREPARATION OF PLANTING HOLES

- A. Dig pits as indicated on drawings.
- B. Scarify bottom of planting pit to a depth of 3 inches. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.
- C. Test drainage as specified in 1.09 C.

3.03 PLANTING

- A. Place plants for best appearance for review and final orientation by City Representative.
- B. Set plants vertically.
- C. Remove containers.
- D. Set plants in pits on firm and compacted soil. After setting plants, place backfill soil, tamping and settling one foot lifts. Do not use muddy soil for backfilling.
- E. Set crowns of plants a minimum of 2" above finish grade to account for any settling. The crown shall remain above finish grade after any adjustments have been made.
- F. Mulch all planting areas as noted on the drawings with specified Mulch.
- G. Thoroughly water all plants immediately after planting, taking care to avoid erosion.
- H. Securely stake all trees planted on the site immediately after planting.

END OF SECTION 02950

SECTION 03100
CONCRETE FORMWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work specified in designing, furnishing materials for laying out, fabricating, erecting and removing formwork for cast-in-place concrete. The Contractor shall provide all material, labor, and services necessary for the installation, shoring, bracing, and removal of all concrete formwork and falsework.

1.02 RELATED SECTIONS

- A. Section 03300 Cast in Place Concrete Work
- B. Section 03200 Concrete Reinforcement
- C. Section 03500 Concrete Pavement Finishes

1.03 REFERENCE STANDARDS

- A. SSDPWSF SECTION 411.04
- B. San Francisco Building Code, 2001 Edition
- C. "Guide to Formwork for Concrete (ACI 347)"

1.04 QUALITY ASSURANCE

- A. Allowable Tolerances: All concrete work shall be formed to the exact dimensions, lines and grades shown on the Drawings. Design, construct and maintain the form work to ensure compliance with tolerance limits specified in ACI 347.
- B. All formwork and framing shall be built to comply with the rules and regulations of the Construction Safety Orders, Department of Industrial Relations, State of California, and with all state and local laws governing safety and earthwork resistance.

1.05 SUBMITTALS

- A. General: Submittals to be in accordance with Section 01300 and Standard Specifications.
- D. Product Data: Submit six copies of manufacturer's literature, specifications and installation instructions for proprietary materials and items as required, including form

coatings, manufactured form systems, ties and accessories, for review for compliance with the Contract Documents.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Coordinate on-site storage of materials with all other trades. Protect products from weather or other conditions which would damage or impair their effectiveness. Store products on-site in such a manner that they may be readily inspected.
- B. Store wood products in neat stacks at the site unless they are to be used immediately. Pile on skids above ground and protect from the sun when necessary to prevent warping. Handle in a manner that will avoid injury or breakage. Do not use damaged wood in the work.

1.07 JOB CONDITIONS

- A. Protection: Become acquainted with all site conditions. Take necessary precautions to protect site conditions and improvements to remain. Damage incurred by the Contractor shall be repaired to its original condition, or equal replacement shall be provided. Repair and replacement shall be done to the satisfaction of the City Representative. Should utilities or other conditions not shown be found during the course of the work under this Section, report to the City Representative in writing, and obtain the City Representative's instructions prior to proceeding with the work affected. The Contractor is responsible for all damage to such unreported conditions that may arise as a result of his operations.
- B. Field verify all dimensions, grades and coordinates. Report any discrepancies to the City Representative in writing and obtain the City Representative's instructions prior to proceeding with the work affected.

1.08 SEQUENCING AND SCHEDULING

- A. Proceed with the work as rapidly as the site becomes available. Coordinate and cooperate with all other trades to enable the work to proceed as rapidly and efficiently as possible.
- B. Schedule the work and notify other trades in ample time so that provisions for their work in the form work can be made without delaying progress of the project. Ascertain that all sleeves, anchors, inserts, etc. for electrical, plumbing, irrigation or other work are installed. The Contractor is responsible for ensuring that all coordinated work by others is installed prior to placing of concrete.

1.09 SUBSTITUTIONS

- A. Submit proposals for substitutions to the City Representative for approval. Approval by the City Representative is required prior to commencement of work under this Section. Installation of approved substitutions is the Contractor's responsibility. Any changes required for installation of any approved substitution must be made to the satisfaction of the City Representative and without additional cost to the City.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The Contractor shall provide all wood form materials at start of job. The intent is to produce high quality concrete construction, with a minimum of defects due to joints, deflection of forms, roughness of forms or other concrete defects caused by poor form materials or workmanship.
- B. Forms for all exposed concrete shall be five-ply plywood, 3/4 inch, B-B Plyform with a B-matter Medium Density Overlay on one side. Do not permit oiling of forms. Plywood panels shall bear APA grade trademark, and shall conform with the requirements of U.S. product standard PS-1 exterior exposure.
- C. Forms for other concrete shall be lumber of sufficient strength to hold concrete in place and free of loose knots, splits or other defects that would leak mortar.
- D. All other wood materials, including those for studs, walls, false work, shoring, supports, etc. shall be lumber of sufficient strength to produce concrete to the tolerances specified, and which will not adversely affect the finished surface of the concrete.
- E. Where formwork cannot be removed, use only inorganic forming materials, i.e. metal decking, styrofoam or equal.
- F. Forms may be reused, provided they are thoroughly cleaned of all dirt, mortar, and foreign materials, and are undamaged at edges and contact face. Reuse in all cases shall be subject to the approval of the City Representative.

2.02 ACCESSORIES

- A. Form sealer: As recommended by manufacturer of forms for exposed concrete.
- B. Form Release Agent: Biodegradable, waterbase, form release agent, conforming to the following ASTM test data: Viscosity – ASTM D-2393 12-15 CPS at 70-degrees Fahrenheit; Flash Point – ASTM D-92 Over 350-degrees; Pour Point ASTM D-97 40-degrees Fahrenheit; Color – ASTM D-1500 Off White; Bioform WB, manufactured by Universal Form Clamp, Co., Bellwood, IL, tel. (800) 728-1958; or equal, no known equal.

PART 3 EXECUTION

3.01 EXAMPLES

- A. The design and engineering for the formwork shall be the responsibility of the Contractor.

- B. Form all concrete work to the sizes, shapes, lines, and dimensions shown on the Drawings, within specified allowable tolerances.
- C. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.
- D. Forms shall be properly tied, braced, shored, and supported to insure stability against pressures from any source, without failure of any component part and without deflection.
- E. All formwork, falsework, trusses, scaffolding, shoring, bracing and framing shall be adequate to sustain the weight of all material, equipment, men and impact forces caused by forming operations and pouring operations. Formwork shall be adequate to withstand other factors pertinent to safety of structure during construction, including vibrator frequency, and height of concrete drop.

3.02 INSTALLATION

- A. Place and secure forms to correct location, dimensions and profile. Horizontal joints shall be level and continuous and vertical joints shall be plumb. Forms shall be substantial and joints sufficiently tight to prevent leakage of mortar.
- B. Make proper provisions for all openings, offsets, inserts, anchorage's, blocking and other features of the work as shown or required. Do not allow cuts, holes, openings, etc., not shown on the Drawings in concrete work without written approval from the City Representative.
- C. Leave temporary openings at the base of all wall pilaster forms to facilitate inspection and cleaning immediately before depositing concrete.
- D. Form intersecting planes to provide true, clean-out corners, with edge grain of plywood not exposed as form for concrete.
- E. Assemble forms for easy removal without splintering or in any way damaging or adversely affecting the concrete structure or surface. Kerf wood inserts for forming key ways, reglets, recesses, and the like, to prevent swelling and ensure ease of removal.
- F. Form molding shapes, recesses and projections with smooth-finish materials; install in forms with sealed joints to prevent displacement. Seal end grain where in contact with exposed concrete.
- G. Do not use metal cover plates for patching holes or defects in forms.
- H. Where earth will stand without caving, side forms for footings and grade beams may be omitted provided one inch is added to footing width for each form omitted. Where earth will not stand without caving, side forms shall be as specified. Cut earth forms neatly.

3.03 JOINTS

- A. Provide a surface pouring strip at construction joints to provide a straight line. Prior to subsequent pour, remove strip and re-tighten forms.

- B. Construct and align formwork so that no surface or alignment variations occur across the joints between forming materials.

3.04 TIES AND SPREADERS

- A. Forms shall be properly spaced apart with metal spreaders and securely tied together. Do not allow wire ties in forms for concrete surfaces which will be left exposed. Do not permit wood spreaders or wood of any kind to remain inside the forms.
- B. Layout form ties in a uniform, aligned and symmetrical manner. Ties shall be laid out in a geometric pattern; horizontal rows of ties shall be parallel to the top edge of wall, and vertical rows shall be plumb. Locate ties as shown on approved Shop Drawings.
- C. Rest cones firmly against forms to prevent leakage.
- D. To facilitate removal, coat ties that are to be pulled with release agent or other approved material.

3.05 SEALING

- A. All edges of forms for exposed concrete shall be sealed. Apply form sealer in accordance with manufacturer's instructions.
- B. At contact surfaces and edges, make plywood joints sufficiently tight to prevent leakage of mortar. Seal all cracks, holes, slits, gaps and aperture in forms, wherever located, so that they will withstand pressure, remain completely watertight, and provide a concrete surface matching surrounding surfaces.
- C. Form Release: Apply release agent to vertical form surfaces prior to placement of reinforcement, in accordance with manufacturer's instructions.

3.06 SHORING

- A. Brace wall forms as required to adequately resist forces to which they will be subjected.
- B. Shoring shall have loads distributed properly over base area on which it is erected (either concrete slabs or ground without creating bending or shearing stresses in concrete or settlement of base).

3.07 FIELD QUALITY CONTROL

- A. Immediately prior to placement of concrete, verify that forms comply with allowable tolerances specified in ACI 347. Make any adjustments necessary.
- B. Formwork shall be observed continuously while concrete is being placed. Permit no changes of elevation, plumbness or camber. If during pouring or construction, any weakness develops and false work shows any undue settlement or distortion, work shall be stopped, affected construction removed, if permanently damaged, and falsework strengthened.

3.08 FORM REMOVAL

- A. Forms shall be removed without damage to the concrete, in such manner that will insure complete safety of the structure, and without damaging exposed concrete surfaces, edges, chamfers and inserts. In no case shall they be removed until the concrete has hardened sufficiently to permit their safe removal, and until the members have attained sufficient strength to safely support the imposed loads.
- B. The minimum time for removal of forms after concrete has been poured shall be as stated below. These times are minimum. They may be extended if deemed necessary by the City Representative.
 - 1. Footings: Side forms may be removed three (3) days after concrete is placed where concrete is exposed and not placed in neat excavations.
 - 2. Curbs and Walls: Seven (7) calendar days after concrete is placed, providing members are not subjected to loads of any kind until 28 day strength is achieved.
- C. Do not permit reshoring, if required, until 14 calendar days after concrete has been placed, and perform in manner that new concrete is not subjected to excessive loads. Do not locate reshores to alter design load patterns.
- D. Concrete shall not be subjected to superimposed loads until it has attained its full design strength, and not for at least 21 calendar days after placing. Concrete systems shall not be subjected to construction loads in excess of design loads.
- E. Backfilling behind walls retaining earth is not permitted until 28 day strength of concrete has been achieved (14 days minimum) and walls are braced to resist loads of retained earth while backfilling.
- F. Do not remove from ties until concrete has hardened sufficiently to permit removal without damaging concrete. Do not spill concrete on exposed surfaces. Cutting ties back from face of wall will not be permitted.

3.09 FORM MAINTENANCE

- A. Formwork shall be cleaned and reconditioned before each use. Any damage to formwork during placing, removal or storage shall be completely repaired. Do not use damaged formwork or formwork with repairs or patches which would result in adverse effects to the concrete finish.

END OF SECTION 03100

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work includes the furnishing and installing of concrete reinforcements, bars, and accessories, as indicated on the Drawings and specified herein.

1.02 RELATED SECTIONS

- A. Section 03300 Cast In Place Concrete Work
- B. Section 03100 Concrete Formwork.

1.03 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 315, "ACI Detailing Manual".
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM A185, "Standard Specification for Steel, Welded Steel Wire Fabric, Plain, for Concrete Reinforcement".
 - 2. ASTM A497, "Standard Specification for Steel, Welded, Wire Fabric, Deformed for Concrete Reinforcement".
 - 3. ASTM A615, "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement."
- C. DPW STANDARD SPECIFICATIONS, 1986, Section 411.05
- D. City and County of San Francisco Building Code.

1.04 SUBMITTALS

- A. General: Submit per Section 01300 and Standard Specifications.
- B. Bending Lists
- C. Placing Drawings
- D. Lab Test Reports Showing Stress-Strain Curves and Ultimate Strengths.
- E. Provide two samples of all sizes of reinforcing steel 2-feet long to the location designated by the City Representative for testing by the City.

1.05 QUALITY ASSURANCE

- A. Tolerances for fabrication and placement shall be in accordance with ACI 315, and as specified herein.
- B. Tests
 - 1. Testing of reinforcing steel bars shall be in accordance with ASTM 615

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Reinforcement shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same designations as shown on the submitted Drawings. All steel which cannot be properly identified will be rejected, and shall be immediately removed from the job site.
- B. Reinforcing steel shall be stored off the ground and shall be protected from the elements and contaminants that could adversely affect bond.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing bars shall be deformed, new billet-steel in accordance with ASTM A615, Grade 60, and of sizes indicated.
- B. Welded wire fabric: Wide spaced standard, flat sheets, structural welded wire fabric as manufactured, conforming to ASTM A 185. Use flat sheets only.
- C. Accessories shall be as recommended by ACI 315. Where portions of accessories will be within 1/2 inch of concrete surfaces exposed to the weather or earth in the finished structures, such accessories shall be made of non-corrosive materials, or shall be protected against corrosion. Aluminum will not be acceptable.

2.02 FABRICATION

- A. Reinforcing bars shall be bent cold and shall not be straightened or rebent in a manner that will damage the material.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to "Placing Reinforcing Bars," Recommended Practices, Joint Effort of CRSI-WCRSI, prepared under the direction of the CRSI Committee on Engineering Practice.

- B. Notify the City Representative when reinforcing is ready for inspection and allow sufficient time for this inspection prior to casting concrete.

3.02 PLACEMENT

- A. Inspect for defects which impair satisfactory installation and performance of such reinforcing materials. Such defects, if existing, shall be corrected prior to commencing installation of reinforcing materials.
- B. Provide reinforcement steel that is clean and free from dirt, scale, paint, oil, grease, and other foreign matter at the time concrete is placed. Placement shall be in accordance with approved working drawings, the requirements of ACI 315, and as specified herein.
- C. Support and fasten together rebars to prevent displacement by construction loads or by placing of concrete. Place bars within the tolerances specified. Sizes and dimensions of supports shall be as required to position the steel as shown on the approved working drawings and to comply with the required concrete protective covering specified or shown.
- D. Support reinforcement next to concrete surfaces which will be exposed to view with concrete block in a manner that shall avoid marring or staining the exposed concrete surfaces. Use of metal supports or plastic coated metal supports will not be allowed.
- E. Provide clearance between the near surface of the bar and the concrete surface as indicated on the Drawings.

END OF SECTION 03200

SECTION 03300

CAST IN PLACE CONCRETE WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Forming, placement, and finishing of concrete curbs.

1.02 RELATED SECTIONS

- A. Section 02211 - Rough Grading of Soil
- B. Section 02520 – Portland Cement Concrete Paving
- C. Section 02920 - Landscape Grading and Drainage
- D. Section 03100 – Concrete Formwork
- E. Section 03200 – Concrete Reinforcement
- F. Section 03500 – Concrete Pavement Finishes

1.03 REFERENCES

- A. DPW Standard Specifications Section 411 and 800 dated 1986 and Standard Plans, dated 1987.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with requirements of State of California Department of Transportation; and San Francisco Department of Public Works.

1.05 SUBMITTALS

- A. General: Submit per Section 01300 and Standard Specifications.
- B. Shop Drawings: Submit shop Drawings for proposed layout of expansion, construction and key joints for both concrete paving and concrete sub-slab beneath safety surface.
- C. Cut sheet for concrete mix.

1.06 FIELD CONSTRUCTED MOCK-UP SAMPLES

- A. Prior to the installation of any concrete work, Contractor shall erect mock-up samples for each type of concrete work required for sample approvals.

1. Notify the Resident City Representative a minimum of one-week prior to mock up construction. Coordinate location of mock up with City Representative.
2. Demonstrate quality and range workmanship that will be produced in final installation of work.
3. Obtain City Representative's written approval of mock-ups prior to installation of the final work.
4. City Representative may require up to three (3) mock ups of the same unit of work to reach approved standard for workmanship and finish quality, without additional cost to the City.
5. Retain and maintain approved mock-up samples during construction in an undisturbed condition as a standard for judging completed portions of the final installations.
6. Approved mock-ups may be located and remain as final installations of the work at the discretion of the City Representative.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Concrete Materials: Six (6) sacks cement minimum, 3,000 psi at 28 days, ¾" maximum aggregate with 4-inch slump and maximum water/cement ratio of 0.45. The maximum concrete shrinkage for specimens cast in the laboratory from the trail batch, as measured after 7 days of moist curing and then 21 days of drying, shall not exceed 0.045%.

2.02 ACCESSORIES

- A. Formwork and Reinforcing Steel: In accordance with DPW Standard Specifications, Section 411.
- B. Curing Compound: In accordance with Caltrans Standard Specifications, Section 90-7 and Section 03500.
- C. Expansion Joints: In accordance with DPW Standard Specifications, Section 411.
- D. Urethane Sealant: Sikaflex-1a elastomeric sealant or equal (Sika Corporation-415 487-2294 or 201-933-8800.)
- E. Grout: Non-shrink, non-metallic, of workability to ensure a minimum of 45 minutes placement time before initial set of metal item. It shall have a minimum 28 day compressive strength of 9,000 psi, 5,000 psi in dry pack applications and conform to ASTM C-827m C-191, C-109. Color when fully cured shall match adjacent concrete.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify gradients and elevations of base are correct.

3.02 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Notify City Representative minimum 48 hours prior to commencement of concrete operations.

3.03 FORMWORK AND REINFORCEMENT STEEL

- A. Refer to Section 03200 Concrete Reinforcement.

3.04 JOINTS

- A. Place contraction joints at 20 foot intervals maximum, if not indicated on the Plans.
- B. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 PLACING OF CONCRETE

- A. Field Quality Control: City Representative to approve layout of concrete work prior to installation.
- B. Place concrete in accordance with Section 204.05 and 800.14 of the Standard Specifications.
- C. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- D. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- E. Before pouring concrete, Contractor to confirm that the layout of walls, curbs and paving accurately reflect what is indicated on the drawings.

3.06 REMOVAL OF FORMWORK AND FINISHING

- A. Place curing compound on exposed concrete surfaces immediately after placing. Apply in accordance with manufacturer's instructions.
- B. All exposed surfaces of curbs shall receive a medium broom finish.

- C. Concrete paving shall receive medium broom finish, perpendicular to the path of travel, with the exception of paving over 5% slope shall receive a heavy broom finish perpendicular to the path of travel.
- D. Remove formwork in accordance to Section 411.09 of the Standard Specifications.

3.07 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury and graffiti marking of surface finish. Replace all defective work as required by the City Representative at no additional cost to the City.
- B. Refer to Section 03500 for additional information.

END OF SECTION 03300

SECTION 03500

CONCRETE PAVEMENT FINISHES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provide all material, labor, equipment and services necessary for the finishing of concrete work, as shown on the Drawings and as specified herein. The work includes but is not limited to:
 - 1. Placement and finishing of concrete work.
 - 2. Concrete curing.
 - 3. Patching and repair.
 - 4. Score joints, and finish for concrete work.

1.02 RELATED SECTIONS

- A. Section 02520 - Portland Cement Concrete Paving
- B. Section 800 - STANDARD SPECIFICATIONS, Department of Public Works, Bureau of Engineering: Portland Cement Concrete

1.03 QUALITY ASSURANCE

- A. Allowable Tolerance: All work shall be of the exact size, dimensions locations and lines shown on the Plans unless otherwise specified or shown on the Drawings, permissible deviations shall be those shown in ACI 347.
 - 1. Maximum variation above or below a true plane shall be as follows, as determined by a 10 foot straightedge placed anywhere on the plane surface, in any direction:
 - a. Medium Broom Finish Concrete: 1/8 inch in 10 feet.
 - 2. All concrete work shall be free of depressions; puddling will not be allowed to occur.
- B. Installers Qualifications: Qualified and competent workmen with a minimum five years work experience of same paving type installation shall work on the job.

1.04 REFERENCE STANDARDS:

- A. American Concrete Institute, (ACI)
 - 1. ACI 347 - "Recommended Practice for Concrete Form work"
 - 2. ACI 305R - "Hot Weather and ACI306R - "Cold Weather"
- B. Portland Cement Association (PCA)
 - 1. PCA publication, "Color, Texture in Architectural Concrete", published in 1980. Library of Congress catalog # 80-56340.
- C. American Society of Testing Materials (ASTM)
 - 1. ASTM - 156 "Standard Test Method for Water Retention by Concrete Curing Materials."
 - 2. ASTM - C979 "Standard Specification for Pigments for Integrally Colored Concrete."
 - 3. ASTM - C494 "Specification for Chemical Admixture for Concrete."

1.05 SUBMITTALS

- A. General: Submittals to be in accordance with the requirements of Section 01300-Submittals.
- B. Samples:
 - 1. General: Samples shall provide a full range of workmanship, color and texture proposed for the job to include: same type of materials, retarders, curing compounds, and other curing/finishing methods. Sample panels shall be prepared as many times as required to obtain approval and acceptance from the Engineer. Submit the following items.
 - 2. Sidewalks: Submit two concrete panels. Each panel shall be 1 foot-6 inch square.

Color: CCSF Standard, and per the Drawings.

Finish texture: Per the Drawings
- C. Product Data: Submit six (6) copies of manufacturer's literature, specifications, applications, and installation instructions for:
 - 1. Joint materials and systems.
 - 2. Slip sheets

3. Curing compounds
 4. Other materials that are integral to the final color, texture and finish of exposed concrete work.
- D. Test Reports: Submit six (6) copies of laboratory and certification report for the integral concrete color admixture system. Report to certify that product (s) conforms to ASTM testing. All testing laboratories are subject to approval by City Representative.
- E. Certification Reports: Submit six (6) copies of the certification report prepared by the manufacturer of the integral concrete color admixture system. Report to confirm that the mixing, packaging, of the color admixture and that the batching and placement are in accordance with manufactures recommendations.

1.07 MOCK-UP

- A. General: Contractor to construct at full scale "mock-ups" of concrete work, as specified herein. The "mock-ups" shall be representative of all work necessary to complete the job, including cleaning and curing agents, and will be reviewed at the end of specified curing time for all concrete work.

1.08 MAINTENANCE

- A. The Contractor shall provide the following:
1. Concrete design mix indicating proportions of aggregate, sand, water, reinforcing and efflorescent reducing admixtures, and integral color admixtures.
 2. Product number and manufacturer's address and phone number for all concrete admixtures.

1.09 JOB CONDITIONS

- A. Hot weather: Comply with the recommended practice of ACI 305R and the requirements specified herein.
- B. Cold Weather: Comply with the recommended practice of ACI 306R and the requirements specified herein.

1.10 WARRANTY

- A. The Contractor shall furnish a two (2) year Warranty for all work covered by this Section per the requirements of Section 01740.

PART 2 PRODUCTS

2.01 GENERAL

- A. The Contractor shall furnish materials in unopened manufacturer's standard containers with original labels showing: quantity, analysis where applicable, and name of manufacturer.
- B. Curing Compounds:
1. Type 1, clear water based resin type, free of wax, grease or other substances deleterious to materials applied to concrete in accordance with ASTM C309.
 2. Curing compound shall not discolor concrete or effect bonding or other finishes applied thereof.
 3. Curing compound shall restrict loss of water to not more than 0.500 grams per sq. cm. of surface when tested per ASTM C156.
- C. Expansion Joint Filler:
1. Fiber expansion joint, bituminous material, non-extruding, conforming to ASTM D 1751, thickness as shown on the Drawings.
 2. Fiber expansion joint manufactured by: The Burke Co., Oakland, CA., (510) 465-9300; or W.R. Meadows Inc., Elgin, IL., (312) 683-4500; or National Expansion Joint Co.; or equal.
- D. Backer Rod:
1. Extruded closed-cell polyethylene foam rod.
 2. Sonofoam manufactured by: Chemrex/Sonneborn, 2359 Lincoln Ave, Hayward, CA, (510) 732-9101; or ICEL backer rod - manufactured by: Industrial Systems Dept., Plastic Products Group of Hercules Inc., Middletown, Delaware; or W.R. Meadows Inc., Elgin, IL., (312) 683-4500; or equal.
- E. Elastomeric Joint Sealant:

1. Non-sag 1 part polyurethane.
2. Custom color of the sealant to match color of the joint mortar.
3. Manufactured by: Chemrex/Sonneborn, 2359 Lincoln Ave, Hayward, CA, (510) 732-9101; or Sikaflex 1a - Sika Chemical CO, Lyndhurst, NJ; or PRC230 or PRC210/220 - Products Research and Chemical Corp., Foster City, CA; or W.R. Meadows Inc., Elgin, IL., (312) 683-4500; or equal.

PART 3 EXECUTION

3.01 CONCRETE MIX

- A. The water cement ratio from batch to batch is to remain the same to ensure uniformity of concrete color throughout placement.

3.02 FINISHING CONCRETE

- A. All exposed concrete surfaces shall have Surface Finish in accordance with Standard Specifications, Department Of Public Works, Bureau Of Engineering, Sections 210.06, 204.06, 411.10, and 411.11 with exceptions as noted herein:
 1. Use steel/magnesium tools only on all fiber reinforced concrete.
 2. Slope. All exposed surfaces shall be sloped for drainage.
 3. No finishing is required beyond the screening on surfaces to be covered by concrete topping.
 4. Finish to match adjacent existing similar concrete items.

3.03 FINISHES

- A. General: The Contractor is to produce finishes in accordance with the Drawings, or as specified herein:
 1. Light Broom Finish: in accordance with Standard Specifications, Department Of Public Works, Bureau Of Engineering, Section 204.06.
 2. Medium Broom Finish: In accordance with SSDPWSF - SECTION 204.06

3. Heavy Broom Finish: In accordance with SSDPWSF - SECTION 204.06

3.04 JOINTS AND EDGES

A General

1. Construct joints in accordance with Drawings and approved shop drawings. See Standard Specifications, Department Of Public Works, Bureau of Engineering, Section 210.07, for reference only. Joint character shall match that of approved Mock-up.
2. Joints shall be made complete as shown; crossing joints shall physically intersect, and joints extending to vertical surfaces shall be fully made. If portions of joints cannot be completely executed with use of customary tools, set strips of metal or sealed wood into plastic concrete, and carefully remove after concrete has hardened. Align manually made joints carefully with those portions made by inserts. Maximum spacing of control joints is as follows:

3 1/2 "	thick concrete	6'-0"	max. spacing
8"	thick concrete	12'-0"	max. spacing

- B. Expansion Joints and Edging: Provide expansion joints at the location and intervals as shown on the approved shop drawings, and at all locations where paving **abuts any vertical surface such as: buildings, walls, and other structures**. For curbs, refer to Standard Specifications, Department Of Public Works, Bureau Of Engineering, Section 202.08, Construction Joints.

1. Place approved joint material with top edge 1/4 inch below the paved surface, and secure in place to prevent movement.
2. Form joint and other edges in the fresh concrete using an edging tool to provide a smooth uniform impression.
3. Strike all edges before and after finishing.
4. After the curing period, clean expansion joints carefully and fill with approved joint compound, flush with the paved surface in such a manner as to avoid spilling onto paved surfaces.

C. Control Joints and Score Lines:

1. Construct for paved surfaces as shown on drawings and as herein specified.
 2. **Tooled Joints:** Form joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with a jointer.
 3. **Sawed Joints:** Form joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action. Complete before shrinkage stresses develop sufficiently to induce cracking.
- D. **Keyed Construction Joints:** See Drawings for locations and details and Standard Specifications, Department Of Public Works, Bureau Of Engineering, Section 210.07 for reference.

3.05 CURING AND PROTECTION

- A. In accordance with Standard Specifications, Department Of Public Works, Bureau Of Engineering, Section 800.16 - Protecting and Curing Concrete, with exceptions noted herein. See products: curing compounds.

3.06 DEFECTIVE CONCRETE AND REPAIRS

- A. **General:** In accordance with Standard Specifications, Department Of Public Works, Bureau Of Engineering, Section: 800.18 Repairing Imperfect Concrete. Concrete shall be considered defective for the following reasons:
1. Failure of finished concrete profiles, and dimensional tolerances, to conform to the requirements and the allowable tolerances in this Section.
 2. Concrete showing cracks, rock pockets, voids, spalls, or other visual defects.
 3. Failure of concrete finishes to match approved samples, as determined by the City Representative.
- B. All defective concrete shall be subject to removal and replacement by the Contractor, at his expense, unless it is determined by the City Representative that it can be patched as specified below or that the location of this defective concrete is not detrimental to the function and the appearance of the Contract work.

- C. **Repairing and Patching:** Immediately after removing forms, inspect all concrete surfaces and patch any pour joints, voids, rock pockets, toe holes, and other imperfections at once, but not until surfaces have first been examined by the City Representative. Chip away defective areas to a depth of about one inch with the edges perpendicular to the surface. Use binding agent as required to ensure that patch will bond completely and permanently to concrete surface.

- D. Repair exterior exposed- formed concrete surfaces that contain defects which adversely affect the appearance of the finish. Repaired surfaces must match adjacent concrete in form, texture, and color. Prepare test samples prior to repairing concrete for the City Representative's approval. Remove and replace the concrete having defective surfaces if the defects cannot be repaired to the satisfaction of the City Representative. Surface defects, as such include: color and texture irregularities, cracks, spalls, air bubbles, honey comb, rock pockets and holes left by tie rods and bolts, fins, and other discoloration that cannot be removed by cleaning.

3.07 CLEANUP

- A. Clean-up shall be performed as each portion of the work progresses. Refuse, excess dirt and sand shall be removed from the site, all walks and paving shall be broomed or washed down, and any damage sustained to the work of others shall be repaired and returned to its original new condition.

END OF SECTION 03500

SECTION 04400

MASONRY WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work Included: Provide all material, labor, equipment and services necessary for the furnishing and installation of stone, brick or paver edging treatments for sidewalk landscaping areas, as shown on the Sidewalk Landscaping Reference Plans and as specified herein. The work includes but is not limited to:

1. Supplying and placing cobble, brick, pavers or concrete blocks.

1.02 REFERENCES

- A. Section 02520 – Concrete Work

1.03 SUBMITTALS

- A. Provide Cut sheet, representative of color, finish and roughness of material. Provide to City Representative.
- B. Product Data: Supplier's identification of stone type or name, supplier's name and location. Provide to City Representative.

1.04 QUALITY ASSURANCE

Stone work should be performed by Contractor with no less than 3 years of experience in the construction of paver and field stone placement. Submit documented evidence of experience and a minimum of three (3) references of installation to City Representative. Acceptable installers:

1. Thameside Masonry (415) 431-5288
2. Petty Masonry (415) 898-2200
3. Walton & Sons (650) 858-2016
4. Sullivan Masonry (510) 444-3560
5. Quarryhouse (415) 482-9094
6. Edwin Hamilton (707) 775-3320
7. Sullivan Masonry (510) 444-3560

- A. Pre-Installation Conference: Mason and City Representative to meet at site to review drawings and placement of stone work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Edge Treatment Options:

Option 1-Precast Conc Blocks (9"x6" x6")

Rumble Retainer Block, colors B4 Red/Tan/Charcoal, B5 Tan/Brown or Charcoal manufactured by Pacific Interlock Pavingstone, Inc (408) 257-3645; or equal.

Option 2-Poured-in-place 6" High Concrete Edge

Option 3-Brick or Concrete Paver mortared in place

Cornwall(light brown) or Mcnear Red wire cut (red brick). Standard size solid brick 8 1/8" x 3 7/8"x 2 7/16". manufactured by McNear Brick and Block; or equal.

Option 4-Stone Cobble mortared in place

Stone Cobbles: Replica San Francisco Cobble. Distributed by Lyngso Garden Materials, Inc.,19 Seaport Blvd.Redwood City, CA 94063 phone: 650.364.1730; or equal.

- B. Mortar and grout shall be one part Portland Cement to two parts fine sand in accordance with SSDPWSF Section 800.09. Add enough water to form a damp, formidable consistency.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Repair, clean and dry each paver, block or cobble piece before being setting. Place each piece in full bed of mortar not less than one inch thick and tapped home with rawhide mallet to full and solid bearing. All vertical joints shall be completely filled with mortar, 10 mm (3/8") wide, unless noted otherwise.
- B. Keep stone, brick and paver surfaces free of mortar at all times.
- C. Provide 1/4" gap between pavers, bricks and cobbles on side adjacent sidewalk to allow for water penetration into planting bed. On all other sides, joints shall be mortared and raked out to depth of at least 19 mm (3/4-inch). All joints that have been raked shall be brushed clean. The joints shall be pointed in two stages and brought to a flat cut joint in last stage, with thumbprint hard tool having a round jointer 3 mm (1/8") larger in diameter than the joint.

- D. Exercise professional care and methods; and utilize protective materials to safeguard the stone work from damage and discoloration by construction operations, adjacent work, vehicular and pedestrian traffic.

3.02 CLEANING

- A. After completion of the stone work and after liability of stain from other operations has passed, clean the flagstone and capstones, removing dirt, mortar, stains, and other defacements.
- B. The use of wire brushes, acid, or solutions which might cause discoloration is expressly prohibited. Exercise special care to prevent discoloration and stain from washing and cleaning operations.

3.03 SURFACE TREATMENT

- A. HMK S34 Silicone Impregnator: Apply to chemically clean and dry surface with a roller or a natural bristle brush.

3.04 PROTECTION OF FINISHED WORK

- A. All stone work shall be protected from damage. Protective crates or other suitable means shall be employed whenever required. No lumber or material liable to stain or deface the granite shall be used. All nails used shall be galvanized.
- B. All stone work shall be protected from water at the all times during construction by weighted tarpaulins.

3.05 DEFECTIVE WORK

- A. No patching or hiding of defects will be permitted. New stone work showing flaws or imperfections upon receipt at the site shall be rejected or redressed for use under Engineer's direction. Reused stone damaged under construction shall be rejected and replaced with new sections at no extra cost to the Owner.

3.06 INSPECTION

- A. City Representative requests inspection during placement of stone work, and reserves the right of field adjustment.

END OF SECTION 04400

SECTION 09310

CAST-IN-PLACE DETECTABLE SURFACE TILES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section includes specifications for furnishing and installing cast-in-place detectable surface tiles and cast-in-place replaceable detectable surface tiles embedded in all curb ramps at the locations and to the dimensions shown on the plans, in accordance with the Project Manual and as directed by the Engineer.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, apply to this Section.
- B. Americans with Disabilities Act (ADA) Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces
- C. California Code of Regulations (CCR) Title 24 Part 1, Articles 2, 3 and 4; and Part 2, Section 205 definition of “Detectable Warning”, Section 1127B.5 for “Curb Ramps”, and Section 1133B.8.5 for “Detectable Warnings at Hazardous Vehicle Area’s”.
- D. American Society for Testing and Materials (ASTM).

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer’s literature describing products, installation procedures and maintenance instructions.
- B. Samples for Verification Purposes: Submit two (2) tile samples minimum 6” x 8” of the kind proposed for use. Samples shall be properly labeled and shall contain the following information: Name of Project; Submitted by; Date of Submittal; Manufacture’s Name; Catalog No.; and Date of Fabrication.
- C. Shop drawings: Submit shop drawings showing plans of tile placement including joints, all materials to be used, and an outline of installation procedures.
- D. Material Test Reports: Submit current test reports from a qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. Tests listed in Section 1.04 shall be performed by a certified and qualified independent testing laboratory on a cast in place tactile system. All test reports submitted shall be certified by the testing laboratory and shall be no more than 6 months old from the time of the submittal.

1.04 QUALITY CONTROL

- A. Provide cast-in-place detectable surface tiles and accessories as produced by a single manufacturer.
- B. Installer's Qualifications: Engage an experienced installer certified in writing by tile manufacturer, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.
- C. Tiles shall meet or exceed the following test criteria using the most current test methods:
1. Polymer Composite Concrete Based Tiles

<u>Property</u>	<u>Limit</u>
Compressive Strength	11,000 psi minimum
Tensile Strength	1,700 psi minimum
Flexural Ultimate Strength	2,700 psi minimum
Slip Resistance	0.80 minimum
Water Absorption	Not to exceed 2%
Abrasion Resistance	0.0035/2000 cycles

2. Glass and Carbon Reinforced or Vitrified Polymer Composite Plastic Based Tiles

<u>Property</u>	<u>Limit</u>
Compressive Strength	18,000 psi minimum
Tensile Strength	10,000 psi minimum
Flexural Ultimate Strength	24,000 psi minimum
Slip Resistance	0.80 minimum
Water Absorption	Not to exceed 0.35%
Abrasion Resistance	0.06/1000 cycles

1.05 DELIVERY, STORAGE AND HANDLING

- A. Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings.

1.06 GUARANTEE

- A. Cast-in-place detectable surface tiles shall be guaranteed in writing for a period of five (5) years from date of project's final completion. The guarantee includes but not limited to defective work; breakage; deformation; loosening of tiles; and failure of, fasteners and anchors.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Cast-in-place detectable surface tiles shall be made of a homogeneous glass and carbon, reinforced composite material or vitrified polymer composite material with an ultraviolet stabilized coating to minimize color wear, or polymer composite concrete, and ADA and CCR compliant.
- B. Color: Yellow conforming to Federal Standard 595B Table IV, Color No. 33538. Color shall be homogeneous throughout the tile.
- C. Domes: Square grid pattern of raised truncated domes of 0.2 inches nominal height, base diameter of 0.9 inches, and top diameter of 0.45. Domes shall have a center-to-center spacing of 1.67 inches, and a base to base spacing of 0.77 inches, measured between the most adjacent domes on square grid.
- D. The field area shall consist of a non-slip surface with a minimum static coefficient of friction of 0.80, wet and dry.
- E. Tile Size: Individual panel size shall be a minimum of 2 feet wide by 3 feet long.
- F. Filler: Per manufacturer's requirements.
- G. Cleaning materials used on site shall have code acceptable low VOC solvent content and low flammability.
- H. The specifications of the concrete, sealants and related materials shall be in accordance with the contract documents and the guidelines set by their respective manufacturers.

2.02 MANUFACTURERS

- A. Available Manufacturers and models subject to compliance with these specifications include the following:

<u>Manufacturer</u>	<u>Material</u>	<u>Model</u>
Armor-Tile manufactured by Engineered Plastics Inc.	Glass and Carbon Reinforced or Vitrified Polymer Composite Plastic	Cast in place
ADA Solutions Inc.	Glass and Carbon Reinforced or Vitrified Polymer Composite Plastic	Cast in place
Armorcast Products Company	Polymer Composite Concrete	Cast in place replaceable
TekWay Dome-Tiles manufactured by StrongGo LLC	Polymer Composite Concrete	Cast in place

2.03 EQUIPMENT

- A. Contractor shall provide all tools, equipment and services required for satisfactory installation per manufacturer's instruction as incidental work. Equipment which may be required include typical mason's tools, a 4' long level with electronic slope readout, 25 lb. weights, vibrator and small sledge hammer with 2" x 6" x 20" wood tamping plate, and a device for cutting the tiles.

PART 3 – EXECUTION

3.01 PREPARATION

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 inches to 7 inches to permit solid placement of the Cast-In-Place Tile System
- C. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement.

3.02 INSTALLATION

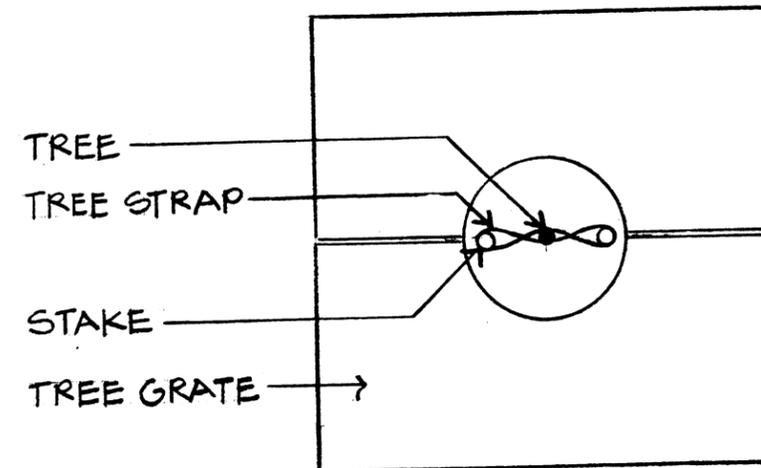
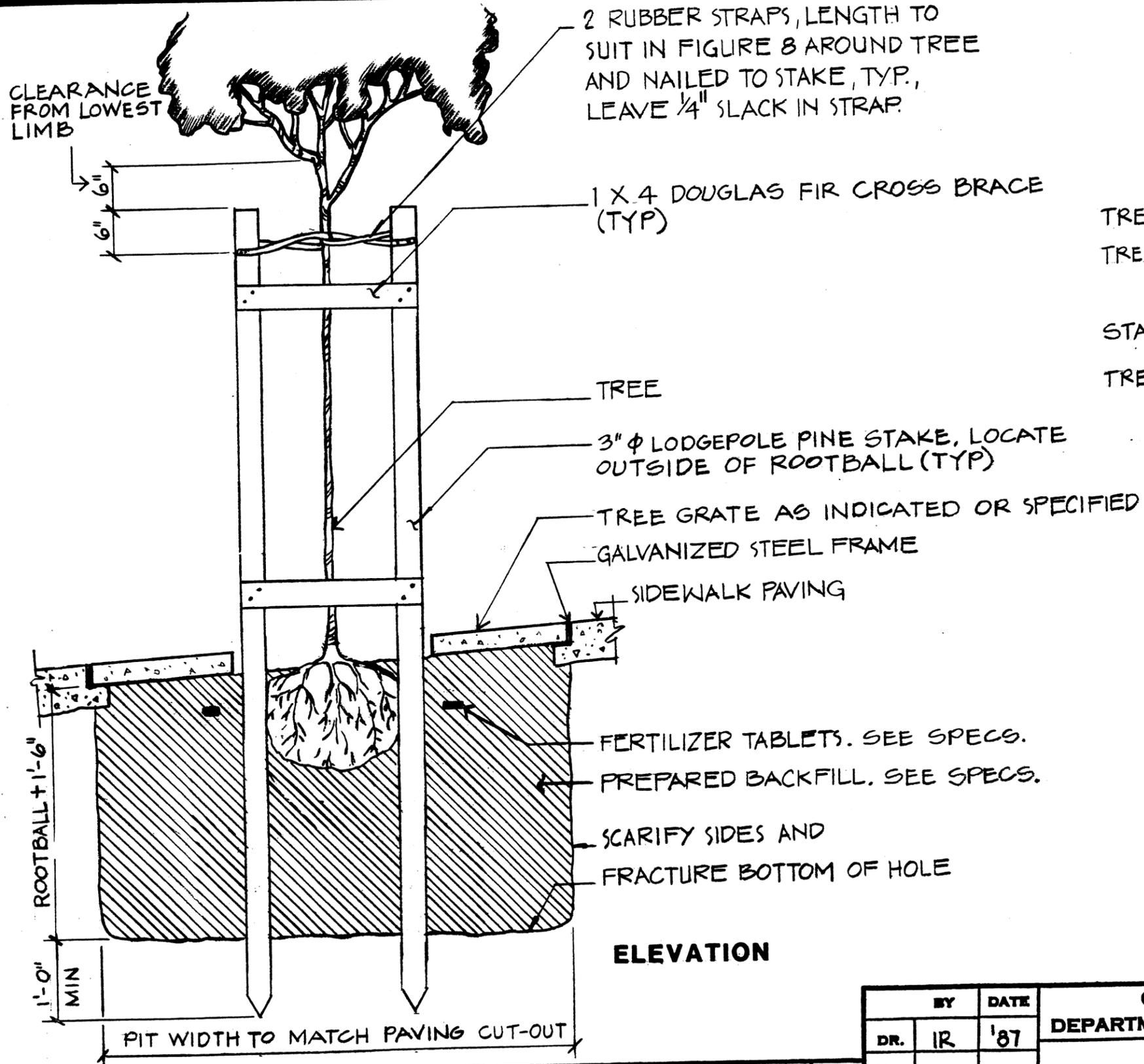
- A. Contractor will not be allowed to install curb ramps until all submittals have been reviewed and approved by the Engineer.
- B. Tile shall be installed per manufacturer's instructions.
- C. The tile shall be oriented such that the rows of detectable surface domes are parallel with the direction of the ramp.
- D. The largest size tile manufactured shall be used to minimize multiple tiles on the ramp. When multiple tiles are used, the domes shall be aligned between the tiles and throughout the entire detectable surface installation. Tile shall be placed to the back of curb in accordance with the contract drawings. Cutting the tiles may be required.
- E. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that there are no voids or air pockets and the field level of tile is flush to the adjacent concrete surface or as the contract drawings indicate to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- F. While the concrete is workable, a 1/8 inch radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- G. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.

3.03 CLEANING AND PROTECTING

- A. Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- B. During and after the tile installation and the concrete curing stage, it is imperative that there are no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.
- C. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- D. Clean tactile tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile tile by method specified by tactile tile manufacturer.

END OF SECTION 09310

STANDARD PLAN



PLAN

NOTE:

SLOPING SIDEWALK SHOWN. PIT IN LEVEL AREA SIMILAR. INSTALL BUBBLER AT TREE PIT WHEN INDICATED OR SPECIFIED. SEE STANDARD PLAN NO. LA-205.

ELEVATION

REFERENCES

NO.	DATE	DESCRIPTION	BY
TABLE OF CHANGES			
CAUTION: CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION			

	BY	DATE
DR.	IR	'87
TR.		
CK.	EF	7/87
APP.	EF	7/87
APP.	AW	8/87

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS - BUREAU OF ENGINEERING

SIDEWALK TREE PIT DETAILS

APPROVED	 CITY ENGINEER	SCALE SHEET OF SHEETS	FILE LA-307
DATE 8/31/87			CHANGE