



**City and County of San Francisco
PORT OF SAN FRANCISCO**

**AMADOR STREET INFRASTRUCTURE
IMPROVEMENTS**

CONTRACT No. 2852

**FEDERAL AID PROJECT NO.
MARAD FY 2022 PIDP Grant No. 693JF72344034**

PROJECT MANUAL

VOLUME 1 OF 3

(DIVISION 0)

July 2024

Each Bid shall be enclosed in an envelope bearing the description:
"BID FOR AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 000000002852)".

IMPORTANT SPECIAL NOTICE

- This Project is funded by the U.S Department of Transportation Maritime Administration (MARAD) funds and is subject to the new Race Conscious DBE Program. Refer to Section 00 22 13 for details.
- This Contract is subject to the latest U.S Department of Transportation Maritime Administration (MARAD) General Terms and Conditions Exhibits, which is included in this Project Manual. Refer to Section 00 52 00, Appendix A.
- Bidders are reminded of the following sections and subparagraphs:
 - Section 00 21 13 – Instructions to Bidders, Paragraph 1.19A, Subparagraphs 8 and 9.
 - Section 00 21 13 – Instructions to Bidders, Paragraph 1.19C
 - Section 00 21 13 – Article 1.20 Restricted Communications Prior to Contract Award
 - Section 00 49 01 – Supplementary Bid Forms Checklist, Paragraph C
- The Port of San Francisco, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- Bidders must substantiate its record of safe performance on construction projects, including, but not limited to, consideration of federal or state Occupational Safety and Health Administration (“OSHA”) violations and work place fatalities, including OSHA citations under appeal in order for the City to find the entity to be responsible and eligible for contract award. For the new online process for submitting this information, refer to Section 00 45 14 – Bidder’s Safety Record.

SECTION 00 01 07

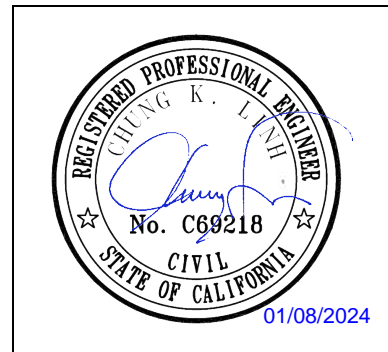
SEALS PAGE

The various portions of the specifications and other contract documents for project “AMADOR STREET INFRASTRUCTURE IMPROVEMENTS,” Port of San Francisco Contract No. 2852, have been prepared under the direction of the following design professionals, licensed in the State of California.

CIVIL ENGINEER
Arlen K. Ung
San Francisco Public Works
C54684



CIVIL ENGINEER
Chung Linh
San Francisco Public Works
C69218



MECHANICAL ENGINEER
Jonathan Chang
San Francisco Public Works
M40988



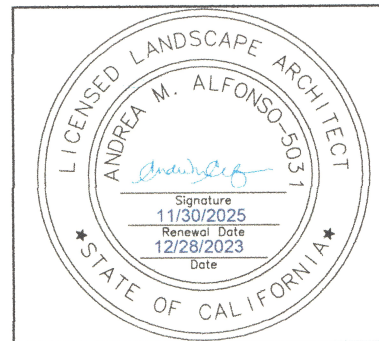
CIVIL ENGINEER

Justin Lum
San Francisco Public Utilities Commission
C78124



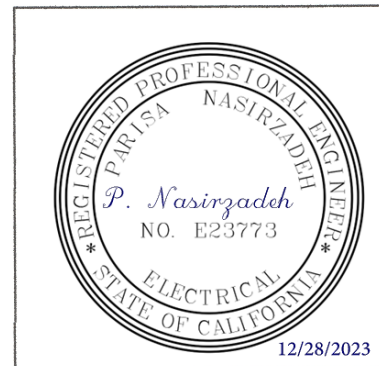
LANDSCAPE ARCHITECT

Andrea Alfonso
San Francisco Public Works
CA5031



ELECTRICAL ENGINEER

Parisa Nasirzadeh
San Francisco Public Works
E23773



TRAFFIC ENGINEER

James David Valle-Schwenk, PE
City and County of San Francisco
Municipal Transportation Agency
Streets Division
Transportation Engineering Section
TR2176



STRUCTURAL ENGINEER
Frank Piruzmand
San Francisco Public Works
S6277



END OF SECTION

SECTION 00 01 10

TABLE OF CONTENTS

<u>Section No.</u>	<u>Section Title</u>
<u>PROCUREMENT AND CONTRACTING GROUP</u>	
<i>Introductory Information</i>	
	IMPORTANT SPECIAL NOTICE
00 01 07	SEALS PAGE
00 01 10	TABLE OF CONTENTS
<u>Procurement Requirements</u>	
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
	APPENDIX A: NOT USED
	APPENDIX B: JOINING A MICROSOFT TEAMS MEETING
00 21 14	QUESTIONS ON BID DOCUMENTS (QBD) FORM
00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: CALTRANS DBE PROGRAM
00 31 00	AVAILABLE PROJECT INFORMATION
<i>Bidding Forms (To Be Submitted With Bid)</i>	
00 40 13	BIDDING FORMS CHECKLIST
00 41 00	BID FORM
00 43 13	BID SECURITY FORM
00 43 20	ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
00 43 50	PROPOSED SUBCONTRACTORS FORM (CALTRANS EXHIBIT 12-B, PART I)
00 43 51	BIDDER'S LIST OF SUBCONTRACTORS NOT SELECTED (DBE AND NON-DBE) (CALTRANS EXHIBIT 12-B, PART II)
00 45 13	BIDDER'S QUALIFICATIONS
00 45 14	BIDDER'S SAFETY RECORD
00 45 16	RELEASE AND WAIVER AGREEMENT
00 45 61	HIGHEST GENERAL PREVAILING WAGE RATE CERTIFICATION (FEDERAL)
00 45 65	CERTIFICATE OF BIDDER REGARDING APPRENTICESHIP TRAINING PROGRAM
00 45 80	NONCOLLUSION AFFIDAVIT (CALTRANS EXHIBIT 12-E, ATTACHMENT D)
00 45 82	CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION (CALTRANS EXHIBIT 12-E, ATTACHMENT E)
00 45 84	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS (CALTRANS EXHIBIT 12-E, ATTACHMENT F)
00 45 85	DISCLOSURE OF LOBBYING ACTIVITIES (CALTRANS EXHIBIT 12-E, ATTACHMENT G)
00 45 87	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
00 45 88	BUY AMERICA CERTIFICATION (CALTRANS EXHIBIT 12-E, ATTACHMENT M)
15-G	EXHIBIT 15-G: CONSTRUCTION CONTRACT DBE COMMITMENT (CONSTRUCTION CONTRACTS) (CALTRANS EXHIBIT 15-G)
15-H	EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS (CALTRANS EXHIBIT 15-H)
<i>Supplements to Bidding Forms (To Be Submitted After Bid Opening)</i>	
00 49 01	SUPPLEMENTARY BIDDING FORMS CHECKLIST (FEDERAL)
DBE3	FORM 3 (CALTRANS): CONSTRUCTION COMPLIANCE DECLARATION

DBE6	FORM 6 (CALTRANS): AFFIDAVIT – DECLARATION OF SUBCONTRACTOR PARTICIPATION
DBE6A	FORM 6A (CALTRANS): DBE TRUCKING
00 49 12	EXPERIENCE STATEMENT
00 49 14	CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER REGARDING DEBARMENT AND SUSPENSION
00 49 15	CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM
00 49 18	REQUEST FOR PRODUCT SUBSTITUTION

Contracting Requirements

00 52 00	AGREEMENT FORM
APPENDIX A	U.S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (APPENDIX A, APPENDIX E, TERM B.2, TERM B.3, TERM B.4)
APPENDIX B	DAVIS-BACON ACT WAGE DETERMINATIONS, GENERAL DECISION
00 61 13	PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND
00 64 00	DBE CONTRACT FORMS (FEDERAL)
17-F	EXHIBIT 17-F: FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS (CALTRANS EXHIBIT 17-F)
17-O	EXHIBIT 17-O: DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE (CALTRANS EXHIBIT 17-O)
16-B	DLA SUBCONTRACTING REQUEST FORM (CALTRANS EXHIBIT 16-B)
16-Z1	MONTHLY DBE TRUCKING VERIFICATION (CALTRANS EXHIBIT 16-Z1)
9-I	DLA DBE CONFIRMATION (LAPM EXHIBIT 9-I)
9-J	DLA DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMERCIALY USEFUL FUNCTION (CUF) EVALUATION (LAPM EXHIBIT 9-J)
9-K	DLA DISADVANTAGED BUSINESS ENTERPRISE (DBE) JOINT CHECK AGREEMENT REQUEST (LAPM EXHIBIT 9-K)
9-P	PROMPT PAYMENT CERTIFICATION (CALTRANS EXHIBIT 9-P)
DBE7	FORM 7 (CALTRANS): CONTRACTOR / JOINT VENTURE PARTNER AND SUBCONTRACTOR PARTICIPATION REPORT
DBE8	FORM 8 (CALTRANS): CONTRACTOR EXIT REPORT AND AFFIDAVIT
DBE9	FORM 9 (CALTRANS): SUBCONTRACTOR PAYMENT AFFIDAVIT
DBE10	FORM 10 (CALTRANS): CONTRACT AMENDMENT, MODIFICATION, SUPPLEMENT OR CHANGE ORDERS
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS
00 73 01	PERMITS AND AGREEMENTS
00 73 02	CONTRACT TIME AND LIQUIDATED DAMAGES
00 73 03	ADDITIONAL LIQUIDATED DAMAGES
00 73 16	INSURANCE REQUIREMENTS
00 73 17	CADD DOCUMENT LIABILITY WAIVER AND RELEASE
00 73 20	EXISTING UTILITY FACILITIES
00 73 21	UTILITY CROSSINGS SPECIFICATIONS
00 73 25	ARCHAEOLOGICAL CONDITIONS
00 73 27	SPECIFIC PROJECT REQUIREMENTS
00 73 41	AFFIRMATIVE ACTION AND SUBCONTRACTING REQUIREMENTS
00 73 80	STATUTORY REQUIREMENTS (FEDERAL FHWA)

SPECIFICATIONS GROUP**GENERAL REQUIREMENTS SUBGROUP****DIVISION 01 - GENERAL REQUIREMENTS**

01 11 00	SUMMARY OF WORK
01 11 00.1	SUMMARY OF WORK FOR WATER MAIN WORK
01 20 00	PRICE AND PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 21 53	MOBILIZATION/DEMOBILIZATION
01 25 13	PRODUCT SUBSTITUTION PROCEDURES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 73	SCHEDULE OF VALUES
01 31 13	PROJECT COORDINATION
01 31 19	PROJECT MEETINGS
01 31 33	PARTNERING REQUIREMENTS
01 31 34	APPENDIX A THIRD-PARTY FACILITATOR AGREEMENT
01 32 16	CONSTRUCTION PROGRESS SCHEDULES-CPM
01 33 00	SUBMITTAL PROCEDURES
01 35 43	ENVIRONMENTAL PROCEDURES
01 35 45	HEALTH AND SAFETY
01 35 50	ADDITIONAL ENVIRONMENTAL PROCEDURES
01 41 00	REGULATORY REQUIRMENTS
01 42 00	REFERENCES
01 45 00	QUALITY CONTROL
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 55 26	TRAFFIC CONTROL
01 56 39	TEMPORARY TREE AND PLANT PROTECTION
01 57 19	ENVIRONMENTAL MITIGATION MEASURES
01 57 26	TEMPORARY PROTECTION OF CATCH BASINSAND STORM DRAIN INLETS
01 60 00	PRODUCT REQUIREMENTS
01 71 23	FIELD ENGINEERING
01 71 33	PROTECTION OF ADJACENT CONSTRUCTION
01 74 50	MATERIAL REDUCTION AND RECOVERY PLAN
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 78 36	WARRANTIES
01 78 39	PROJECT RECORD DOCUMENTS

DIVISION 02 – EXISTING CONDITIONS

02 41 00	DEMOLITION
02 81 05	NATURALLY OCURRING HAZARDOUS MATERIALS
02 81 10	ENVIRONMENTAL MANAGEMENT OF EXCAVATED MATERIALS

DIVISION 03 – CONCRETE

03 10 00	CONCRETE FORMING AND ACCESSORIES
----------	----------------------------------

03 20 00 CONCRETE REINFORCING
 03 26 00 DRILLED DOWELS
 03 30 00 CAST-IN-PLACE CONCRETE

DIVISION 05 – METALS

05 12 00 STRUCTURAL METAL FRAMING
 05 53 00 METAL GRATING

DIVISION 09 – FINISHES

09 90 00 PAINTING AND COATING
 09 97 23 EPOXY COATING SYSTEM FOR SUMP AND VALVE BOX

DIVISION 12 – FURNISHINGS

12 93 00 SITE FURNISHINGS

DIVISION 22 – PLUMBING

22 04 00 GENERAL REQUIREMENTS FOR PLUMBING
 22 05 00 COMMON WORK RESULTS FOR PLUMBING
 22 05 29 PIPE HANGERS AND SUPPORTS
 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

DIVISION 26 – ELECTRICAL

26 04 00 GENERAL REQUIREMENTS FOR ELECTRICAL
 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
 26 05 33.26 PVC COATED GALVANIZED RIGID STEEL (PGRS) CONDUIT AND SYSTEM COMPONENTS
 26 05 43 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
 26 05 53 IDENTIFICATION OF ELECTRICAL SYSTEMS
 26 08 00 COMMISSIONING OF ELECTRICAL SYSTEMS
 26 24 17 SUMP TERMINATION PANEL
 26 27 00 LOW-VOLATAGE DISTRIBUTION EQUIPMENT
 26 36 00 MANUAL TRANSFER SWITCHES
 26 50 00 LIGHTING

DIVISION 31 – EARTHWORK

31 23 00 EXCAVATION AND FILL
 31 23 19 DEWATERING
 31 23 33 TRENCHING AND BACKFILLING
 31 23 34 PAVEMENT CUTTING AND EXCAVATION
 31 23 36 EXCAVATION AND BACKFILL FOR WATER WORK
 31 40 00 SHORING AND UNDERPINING
 31 62 23.13 TORQUE DOWN PILES

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 01 16.71	COLD MILLING ASPHALT PAVING
32 01 90	LANDSCAPE MAINTENANCE LONG-TERM PLANT MAINTENANCE PERIOD
32 11 23	AGGREGATE BASE COURSES
32 12 16	ASPHALT PAVING
32 13 13	CONCRETE PAVING
32 14 43	PERMEABLE UNIT PAVING
32 17 53	ADJUSTMENT OF FRAMES AND CASTINGS
32 90 00	PLANTING
32 91 13	STRUCTURAL SOIL
32 91 19	PLANTING PREPARATION

DIVISION 33 – UTILITIES

33 01 30.63	SEWERAGE SYSTEMS MORTAR REHABILITATION
33 11 00	WATER UTILITY DISTRIBUTION PIPING
33 11 41	V-BIO POLYETHYLENE ENCASMENT OF DUCTILE IRON PIPE
33 11 43	REMOVAL OF SFWD-OWNED VALVE BOX AND COVER
33 12 13	INSTALLATION OF SCREW TAPS, SADDLES, SERVICE PIPE AND FITTINGS
33 12 16.12	GATE VALVES
33 13 00	SANITARY WORK PRACTICES AND DISINFECTION OF WATER UTILITY DISTRIBUTION
33 33 00	SANITARY SEWERAGE UTILITIES
33 34 00	SANITARY UTILITY SEWAGE FORCE MAINS
33 41 00.10	REINFORCED CONCRETE PIPE
33 45 10	MAIN SUBMERSIBLE PUMPS
33 45 20	DEWATERING PUMPS

DIVISION 40 – PROCESS INTEGRATION

40 61 00	COMMON WORK RESULTS FOR CONTROL SYSTEM
40 61 21	PROCESS AND FACILITY CONTROL SYSTEM TESTING
40 61 96	CONTROL STRATEGY
40 70 00	INSTRUMENTATION FOR PROCESS SYSTEM
40 94 31	CONTROL PANEL CONSTRUCTION
40 94 45	PROGRAMMABLE LOGIC CONTROLLER WITH INTEGRATED HMI

END OF SECTION

SECTION 00 11 13**ADVERTISEMENT FOR BIDS
CITY & COUNTY OF SAN FRANCISCO
PORT OF SAN FRANCISCO**

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. 2852.

**INVITATION FOR BIDS
For****[Contract No. 2852](#)
[Amador Street Infrastructure Improvements](#)**

**Optional Online Only Pre-Bid Meeting: July 23rd, 2024 10:00 AM-11:30 AM,
Optional Site Visit: July 23rd, 2024 1:30 PM to 2:30PM**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 229 608 200 089

Passcode: 7ycTQ4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 415-906-4659,,863704401# United States, San Francisco

Phone Conference ID: 863 704 401#

Bids shall be submitted via email to constructionbids@sfport.com prior to the due date and time with the following in the **Subject: "AMADOR STREET INFRASTRUCTURE IMPROVEMENTS: BID CONTRACT NO. 2852"**.

Hard copy bids shall be postmark stamped by due date or earlier. For more details see Section 00 21 13, Article 1.14.

Bids will be opened and read in public via Microsoft Teams meeting on August 15, 2024, 10:00 AM-10:30 AM

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 293 270 761 175

Passcode: Vy4pNn

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+14159064659,,721043473 United States, San Francisco

Phone Conference ID: 220 134 1#

The Port of San Francisco (the "Port") announces an Invitation for Bids ("IFB") for construction on AMADOR STREET INFRASTRUCTURE IMPROVEMENTS in San Francisco, CA. The work is to perform infrastructure improvements to replace gravity sewer and storm drains, roadway pavement, landscape, the existing defunct Amador Street sanitary pump station, associated discharge force main pipe, fittings and appurtenances that end at Amador Street utility corridor, and all related and incidental work. The new sanitary pump station shall be equipped with automated, redundant instrument controls with provisions for future system expansion.

For more information, contact the Project Manager, Noel Aquino (415) 274-0526
noel.aquino@sfport.com.

Contract Estimate:	\$ 9,125,000
Buy America Requirements	Refer to Section 00 73 80 for Buy America Requirements.
Time Allowed for Completion:	Substantial Completion 639 consecutive Calendar Days., beginning with and including the official date of the Notice to Proceed set by the City. Critical Milestone: Interim Electrical Work (See Section 01 11 00) is a Critical Milestone in this Project; it must be completed and ready for energization no later than July 31, 2025. Final Completion no later than sixty (60) consecutive calendar days after the date of City's issuance of Notice of Substantial Completion. (Refer to Section 00 73 02)
Liquidated Damages:	Varies, refer to Section 00 73 02 for details
Contract Basis:	Refer to Bid Schedule under Section 00 41 00
License Required:	Class "A" California Contractors License
Goal for Disadvantaged Business Enterprise (DBE) Subcontracting Requirement:	DBE = 22.2% Female Participation Goal = 6.9% Minority Participation Goal = 25.6%
Wage Determinations:	State Wage Determination: 2024-1 Federal Wage Determination: CA20240018 (Note: Modification number may change if contract is awarded >90 days after bid advertisement date.)
Partnering Requirements:	Partnering Level 2 Refer to Section 01 31 33 for details.

Bidders are advised that this is a federal-aid project subject to equal employment opportunity provisions and Caltrans Race Conscious Disadvantaged Business Enterprise (DBE) program. Only Caltrans certifications can be used to calculate the DBE participation. The CMD Bid Discount is not applicable to this Contract.

In addition, the Port of San Francisco seeks to promote diversity within its contracting opportunities. As such, the City recommends that Bidders consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels

If necessary, the Port will issue bid date changes by addendum and will post current date for receiving bids on the Bids and Contracts page at the Port's website address: <https://sfport.com/construction-opportunities>.

This notice is for information only. Please refer to the bid documents for specific requirements.

Insurance Requirements: Please refer to Section 00 73 16. The winning bidder will be required to submit requisite insurance documentation within ten (10) working days after the date on which the contract is awarded.

Schedule: Contractor shall be responsible for fully understanding scheduling constraints associated with certain marine construction activities and the Port approvals and permits from applicable government agencies, including the San Francisco Bay Regional Water Quality Control Board and U.S. Army Corps of Engineers. In accordance with these requirements, in-water work is permitted only between June 15 and November 30.



Contractor Qualifications: : The Bidders for this contract must meet the following minimum qualifications to be considered:

1. Valid contractor's license for Class "A" issued by the California Contractor's State Licensing Board with at least five (5) years of experience working on related projects,
2. Contractor shall have documented experience in performing a minimum of three (3) projects involving pavement renovation in an urban environment, sewer pipeline replacement, and pump station installation.
3. Contractor shall have documented experience in performing a minimum of three (3) water and/or wastewater pump station and/or treatment facility projects of similar scope and complexity within the last five (5) years.
4. Contractor shall have documented experience in performing a minimum of three (3) water main pipeline projects within the last eight (8) years from the date of Bid opening of this contract. Each qualifying project must include installation of at least 2,000 linear feet of 8-inch or larger diameter underground ductile iron pipe with restrained push-on joints for water distribution of transmission main.
5. Contractor shall have documented experience in performing a minimum of least three (3) sewer replacement projects of pipelines up to 36-inch diameter with substantial completion dates within eight (8) years from the bid date of this contract, including satisfactory installation of at least one thousand (1,000) linear feet to 21- inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project.
or
at least one thousand (1,000) linear feet of 12-inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project for the City and County of San Francisco with substantial completion within the last three (3) years from the bid date of this contract.
6. Safety Qualification: Complete the Safety Pre-Qualification Form ([Prequalify for Construction | SFPUC](#)), and submit the required OSHA 300A forms to prequal@sfwater.org.

Bid security in the form of a corporate surety bond or an irrevocable letter of credit (or certified check if required bid security is \$15,000 or less) for ten percent (10%) of the amount bid must accompany each bid. For information on the City's Surety Bond Program, call Jennifer Elmore at (415) 217-6578.

In accordance with San Francisco Administrative Code Chapter 6, no bid is accepted and no contract in excess of \$1,000,000 is awarded by the City and County of San Francisco until such time as (a) the Port Commission approves the contract for award and (b) the Port Executive Director or designee 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.

In accordance with San Francisco Administrative Code Chapter 6, Section 6.4, Contractor shall use to the maximum extent possible, recycled content materials, rather than virgin materials.

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the California Department of Industrial Relations ("DIR"). No contractor or subcontractor may be listed in a bid for a public works project unless registered with the DIR as required by Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

This Project is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and/or the San Francisco Office of Labor Standards Enforcement.

Minimum wage rates for this project must comply with the current requirements for payment of General Prevailing Wages as determined by the State Department of Industrial Relations. Minimum wage rates other than applicable General Prevailing Wages must comply with San Francisco Labor and Employment Code, Article 111, Minimum Compensation Ordinance.

This contract utilizes federal funding, which requires that the current David-Bacon wage rates for the applicable trades for this project need to be updated as of 10 days prior to the bid date. At the time of the bid the David-Bacon wage rates in place shall remain throughout the contract. If the State of California prevailing minimum wages are higher than the David-Bacon wage rates then the higher of the two shall be used. See Section 00 52 00-5.05 and Section 00 73 73 APPA for additional details.

Pursuant to San Francisco Administrative Code Section 6.25, "Clean Construction is required for the performance of all work unless a waiver of all or part of the requirements of that Chapter has been granted under Sections 25.5 or 25.7."

The Port reserves the right to reject any or all bids and waive any minor irregularities in any bid.

By Order of the San Francisco Port Commission,

DocuSigned by:
Uday Prasad 7/11/2024
96F54B9756EC4DD...

Uday Prasad, Acting Chief Harbor Engineer
Port of San Francisco
City and County of San Francisco

END OF SECTION

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

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

1.2 DRAWING INDEX

- A. The Drawings, entitled "AMADOR STREET INFRASTRUCTURE IMPROVEMENTS" and dated February 2024, are incorporated as Contract Documents. Refer to the Drawings for Index of Drawings.

1.3 BIDDING CONTACT INFORMATION

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

Engineering - Construction Management
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Email: Constructionbids@sfport.com

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

Noel Aquino
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Telephone: (415) 274-0526
Email: constructionbids@sfport.com

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

Noel Aquino
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Telephone: (415) 274-0526
Email: constructionbids@sfport.com

1.4 **ISSUANCE OF BID DOCUMENTS**

- A. Bid Documents may be obtained and downloaded from The Port of San Francisco website at: <https://sfport.com/business/contract-opportunities>

1.5 **EXAMINATION OF BID DOCUMENTS AND SITE**

- A. Before submitting a Bid, Bidder shall carefully examine the Bid Documents, visit the project 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.
- B. All special Site access for facility inspection and subsurface investigations shall be requested, approved and scheduled through the Project Manager.
1. Persons requesting special site access must identify the Bidder being represented, who must be on file with the Port of San Francisco as a plan holder.
 2. No discussion, dissemination of information or clarification of the Bid Documents will be given during Site access. A City representative must accompany each person or group requesting special site access.
 3. Length of time of tours, number of tours per day and areas open for special Site access are limited and must be scheduled in advance.
 4. No adjustment in the Contract Sum will be allowed because of a Bidder's inability to gain access to the Site during the Bid period.
- C. Reference Documents are available to Bidders as described in Section 00 31 00.
- 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 Total Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception;
 3. the Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and

4. it is understood that information about hazardous materials, physical or other conditions or obstructions, indicated on the Bid Documents, has been obtained with reasonable care and has been recorded in good faith. There is no express or implied warranty that such information is correctly shown. Bidder must take into account the possibility that actual conditions affecting cost or quantities of Work may differ from those indicated on the Bid Documents.
- E. Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other contractors at the Site and which may affect the scheduling of the Work.
- F. Bidder shall include in its Total Bid Price the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.

1.6 QUESTIONS ON BID DOCUMENTS, ADDENDA, SUBSTITUTIONS

- A. **Questions on Bid Documents:** Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, the Bidder shall notify at once the City in writing using the Questions on Bid Documents (QBD) form (Section 00 21 14), issued with the Bid Documents as a fillable Word file, and submit the same by email to the Project Engineer/Architect as specified on the form. The City may not answer questions received less than 3 business days prior to the date for opening Bids.
- B. **Addenda:** Interpretations or clarifications considered necessary by the City in response to QBDs will be issued by written Addenda to all Bidders of record. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
 1. The City may also issue Addenda to modify the Bid and/or Contract Documents as deemed necessary or advisable by the City.
 2. Each Bidder shall be responsible for ascertaining, prior to submittal of its Bid, that it has received all issued Addenda. Bidders shall acknowledge Addenda by number and date received using Section 00 43 20 (Acknowledgement of Receipt of Addenda). Refer to Section 00 43 20 for additional instructions.
- C. **Substitutions:** The products specified in the Bid Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable to the City. To obtain acceptance of unspecified "or equal" products, systems, materials, or services, Bidders shall submit a completed QBD form accompanied by a Request for Substitution form (Section 00 49 18) and required supporting documentation. The City will consider properly-completed substitution requests submitted no later than 10 calendar days prior to the date for opening bids. After that date, the City will not accept substitution requests during the Bid period.
 1. The burden of proof of the merit of the proposed substitute item is upon the Bidder. Insufficient information will be grounds for rejection of a proposed substitution.
 2. The City's decision of approval or disapproval of a proposed substitute item will be final and conclusive as to all Bidders.
 3. If the City approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
 4. Refer to Article "Information to be Submitted after Bid Opening" for requirements regarding requests for substitution submitted by the successful Bidder after award of the Contract.
 5. Bidders must base their Bids on materials, products, services and systems specified in the Contract Documents or listed by name in Addenda.

6. As a further limitation on substitutions, the City has determined, in accordance with California Public Contract Code § 3400, that certain Items are designated to match existing Items in use on a particular public improvement, either completed or in the course of completion, and/or certain Owner/City-standard Items are available from only one source. As to such Items, the City will not permit substitution. Refer to Section 01 25 13 Product Substitution Procedures for addition information.

1.7 PRE-BID MEETING

- A. A pre-bid meeting will be held at the date, time and location specified in the Advertisement for Bids for discussion of the Contract Documents and specific project requirements. The City's Representatives will be present. Questions on Bid Documents (QBDs) may be submitted at the pre-bid meeting - see specification Section 00 21 14. Subsequently, an Addendum incorporating the City's responses to QBDs may be issued if deemed necessary by the City.
- B. Bidders are encouraged to attend the pre-bid meeting.

1.8 BID SECURITY

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

**Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
ATTN: Bid Security for Contract No. 2852.**

- B. The bid security may be in the form of a corporate surety bond, a certified check payable on sight to the City and County of San Francisco (for Bid Security amounts less than or equal to \$15,000), or an irrevocable standby letter of credit, on a bank or trust company doing business and having an office in the State of California, having a combined capital and surplus of at least \$50,000,000, and subject to supervision and examination by Federal or State authority, as provided for in San Francisco Administrative Code ("Administrative Code") section 6.21(a)(4).
- C. If a Bidder uses a Bid Bond for its Bid Security, the Bidder must use a hardcopy version of the Bid Bond form provided by the City (Section 00 43 13) or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form. A Bidder's failure to use the City's Bid Bond form may result in rejection of the Bidder's Bid.
- D. If a Bid Bond is submitted, the Bond must be duly executed on behalf of the surety in accordance with applicable law. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Submitted Bid Bonds must contain ORIGINAL signatures of both surety and principal. Bid Bonds which do not contain original signatures (photocopies are not acceptable) will be rejected. In addition, the surety executing the Bid Bond must be legally authorized to engage in the business of furnishing surety bonds in the State of California, and must have either a current A.M. Best Rating of not

less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

- E. If an irrevocable standby letter of credit is submitted, Bidder must submit the letter on a form provided by the City. If Bidder intends to submit an irrevocable letter with its Bid, it must notify the Chief Harbor Engineer at least 5 working days prior to the date of Bid opening.
- F. If the successful Bidder fails to execute the Contract and/or furnish all items required by the Bid Documents within the time limits specified, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

1.9 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to Administrative Code section 6.21(a)(9), Bidder must submit on the Proposed Subcontractors Form attached to the Bid forms (refer to Section 00 43 50) information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent, or \$10,000, whichever is greater. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit the Proposed Subcontractors Form with its Bid.
- B. Pursuant to Section 4104 of the California Public Contract Code, Bidder must provide the following information with its Bid for each listed subcontractor: i) the name of business; ii) the location of the place of business; iii) portion of work that will be performed by the subcontractor; and iv) the California contractor license number of each subcontractor who will perform work
 - 1. An inadvertent error in listing the California contractor license number for each subcontractor listed number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
 - 2. Failure to complete the required forms as described above, e.g., if the box on the form is blank, the Bidders failure to provide the required information may result in a determination that the Bid is non-responsive.
- C. Bidder shall provide DIR Registration Number for the Bidder and all identified subcontractors and ensure that such subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
- D. In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit (Section 00 45 80) is included with the Bid Form. Signing the Bid Form shall also constitute signature of the Noncollusion Affidavit.
- E. Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification (Federal) form (Section 00 45 61) certifying its intention to comply with Section A7.204 of the San Francisco Charter, Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.
- F. Pursuant to Administrative Code section 6.22(n), Bidder shall complete and submit with its Bid a Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 65).

1. Pursuant to section 1777.5 of the California Labor Code the above apprenticeship program requirements shall not apply if Bidder's Total Bid Price is \$30,000 or less.
- G. **Contractor License:** In accordance with Public Contract Code Section 10164 Bidder shall be properly licensed as specified in the Invitation to Bid at the time of award of this Contract. Failure of the Bidder to obtain proper and adequate licensing for award of the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bid Security. Bidder must be properly licensed at all times during the performance of the Work. Bidder shall list on the Bid Form its current contractor license number.
 1. Refer to Section 00 11 13, ADVERTISEMENT FOR BIDS, for the Prime Contractor's license requirements.
- H. Section 1352, title 31 United States Code prohibits federal funds from being expended by the recipient or any lower-tier sub-recipient of a federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into any cooperative agreement. This statute further provides that if any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, a completed disclosure form as part of the bid documents.
 1. Bidder shall submit with its Bid signed certification of compliance on Nonlobbying Certification for Federal-Aid Contracts form (Section 00 45 84).
 2. If required by the Nonlobbying Certification for Federal-aid Contracts form, Bidder shall submit with its Bid a Disclosure of Lobbying Activities form (Section 00 45 85) completed in accordance with the instructions attached to said form.
- I. Bidder shall complete and submit with its Bid an Equal Employment Opportunity Certification (Section 00 45 87) as required by Equal Employment Opportunity Regulations of the Secretary of Labor.
- J. Bid Rigging: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

1.10 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. Bidder shall complete and submit with its Bid the Certification of Bidder Regarding Debarment and Suspension form (Section 00 45 82).
- B. Bidder further agrees by submitting its Bid that it will require its subcontractors, lower-tier subcontractors and suppliers to complete and submit to the City within seven (7) working days after the date of the City's notification of the lowest Bidder the Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) for lower tier covered transactions of \$25,000 or more.
- C. The inability of Bidder or its subcontractors, lower-tier subcontractors or suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its subcontractor, lower-tier subcontractor or supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the City's determination whether to award the Contract. However, failure of Bidder or its

- subcontractors, lower-tier subcontractors or suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.
- D. Bidder agrees by submitting its Bid that, should bidder be awarded the Contract, bidder shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by the City.
- E. The certifications (Sections 00 45 82 and 00 49 14) are a material representation of fact upon which reliance is placed when the City determines to enter into this Contract.
1. Contractor shall provide immediate written notice to the City if any time Contractor learns that its certification or the certification of a lower tier participant was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Article "Debarment and Suspension Certification Requirements", shall have the meanings set forth in the "Definitions" and "Coverage" sections of rules implementing Federal Executive Order 12549.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article "Debarment and Suspension Certification Requirements". The knowledge and information of participant is not required to exceed that which is normally possessed 0062y a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under Paragraph C of this Article "Debarment and Suspension Certification Requirements", if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to other remedies available, the City or other government agency may terminate this Contract for cause or default.

1.11 CONTRACTOR BIDDER QUALIFICATIONS

- A. As a condition to the award of the Contract, apparent low Bidder, and any other Bidder so requested, shall submit to the Chief Harbor Engineer the information required by this Article "Contractor Bidder Qualifications" regarding the qualifications and experience of Bidder and certain proposed key team members and entities (i.e., Subcontractors and/or Suppliers) proposed to perform the Work. Failure to timely provide and furnish complete information prior to contract award may result in a determination that Bidder is not responsible and result in the rejection of Bidder's bid. No award will be made until a Bidder submits complete qualification information to the City.
1. Specifically, the Bidder shall submit with its Bid (i) a completed Bidder's Qualifications form (Section 00 45 13), as required by Subparagraph "Bidders' Qualification

Statement" below; and (ii) a completed and executed Release and Waiver Agreement (Section 00 45 16).

2. To evaluate Bidder's ability to perform the Work in accordance with the Contract Documents to the City's satisfaction, the City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, Suppliers, key personnel and other persons and organizations as City deems necessary to assist in its evaluation of Bidder's Bid and to establish Bidder's responsibility.

B. Bidders' Qualification Statement

1. Submit sufficient information on the Bidder's Qualification form (Section 00 45 13), and additional sheets as necessary, to demonstrate to the satisfaction of the City that Prime Contractor and Subcontractors have the following experience:
 - a. At least three (3) projects involving pavement renovation in an urban environment, sewer pipeline replacement, and pump station installation.
 - b. Has successfully completed three (3) water and/or wastewater pump station and/or treatment facility projects of similar scope and complexity within the last five (5) years.
 - c. At least three (3) water main pipeline projects within the last eight (8) years from the date of Bid opening of this contract. Each qualifying project must include installation of at least 2,000 linear feet of 8-inch or larger diameter underground ductile iron pipe with restrained push-on joints for water distribution of transmission main.
 - d. At least three (3) sewer replacement projects of pipelines up to 36-inch diameter with substantial completion dates within eight (8) years from the bid date of this contract, including satisfactory installation of at least one thousand (1,000) linear feet to 21- inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project.

OR

At least one thousand (1,000) linear feet of 12-inch (minimum) diameter sewer pipe at a depth of at least 10 feet (includes excavation and shoring support) per project for the City and County of San Francisco with substantial completion within the last three (3) years from the bid date of this contract.

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

C. Superintendent(s) Qualifications:

Within ten (10) working days after the date of the City's notification of the lowest Bidder, the apparent low Bidder, and any other Bidder so requested shall submit (as directed in Section 00 49 01 - Supplementary Bidding Forms Checklist (Federal)) sufficient information on completed Experience Statement forms (Section 00 49 12), and additional sheets as necessary, to demonstrate to the satisfaction of the City the qualifications and experience of the key personnel and Subcontractors identified below. Submit a separate Experience Statement for each key person and Subcontractor identified below:

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

The Project Manager shall have General Contractor experience managing pavement renovation and sewer pipeline replacement projects including, but not limited to responsibility for schedule, budget, and managing subcontractors and have demonstrated this capability on at least two (2) pavement renovation and pipeline replacement projects of similar scope and complexity in the past ten (10) years.

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

2. Superintendent(s) Qualifications:

- a. The Superintendent(s) is/are the individual(s) responsible for construction work to be performed. The Superintendent(s) shall have experience supervising water main replacement, Sewer main replacement, pump station installation, pavement renovation work, and landscaping including, but not limited to, managing other superintendents, scheduling subcontractor crews, and implementing a worker safety program. The Superintendent and the Project Manager cannot be the same person.

- The Superintendent for water main replacement shall have a minimum 5 years of experience and have served as the construction superintendent on a minimum of 3 water pipeline projects with substantial completion dates within the last 8 years from the date of Bid opening of this contract. Each project shall include installation of at least 2,000 feet of 8-inch or larger diameter underground ductile iron pipe with restrained push-on joints for water distribution or transmission main.
- On the Experience Statement form (Section 00 49 12), identify the Project Superintendent(s) and the projects and include a description of their role on the listed projects.

1. Key Team Members Qualifications.

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

1. If the apparent low Bidder declines or fails to make such substitution within ten (10) working days from the date of the City's request, the City may proceed to award the Contract to the responsible Bidder who submitted the next lowest responsive Bid and proposes to use acceptable persons. Declining to make requested substitutions may constitute, as determined by the City at its sole discretion, Bidder's refusal to enter into the Contract and result in forfeiture of the Bid Security of such Bidder.
2. Any person listed for whom the City does not make a written objection before award of the Contract will be deemed acceptable to the City, subject to revocation of such acceptance after the effective date of the Agreement as provided in Section 00 72 00 (refer to Paragraphs 3.04, 3.05 and 4.01).
3. No acceptance by the City of any such person shall constitute a waiver of the right of the City to reject defective work.
4. In the event that the Contractor seeks to substitute a key team member during the performance of the contract, the Contractor shall submit, at least 7 days prior to engaging the person, an Experience Statement (Section 00 49 12) to the City in the same manner as described above for the City's review and acceptance. The substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may exercise its right to stop the

Work under Paragraph 2.03 of the General Conditions (Section 00 72 00) until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

1.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. This Contract is subject to Federal regulations pertaining to DBEs. Refer to Section 00 22 13 for details.

1.13 SUBMISSION AND OPENING OF BIDS

- A. Bids shall be submitted to the Port as specified in these instructions. The City may decline to accept Bids received after the specified date and time or that do not comply with these instructions.
- B. Bidder shall fill in all blanks as appropriate on the Bid Form (Section 00 41 00) and shall submit with its Bid all those forms listed in the Bidding Forms Checklist (Section 00 40 13), properly completed and executed as needed.
- C. Bidders shall submit signed (scanned) Bids via email to constructionbids@sfport.com prior to the deadline specified in the Advertisement for Bids, Section 00 11 13.
- D. Bids shall be submitted via email to constructionbids@sfport.com with the following **Subject/Title: AMADOR STREET INFRASTRUCTURE IMPROVEMENTS BID CONTRACT NO. 2852**. Bidders may access the Live Bid Opening via TEAMS teleconference as described in the Advertisement for Bids, Section 00 11 13. Bidders may submit their bids multiple times, as information changes.
- E. Bids will be opened and read in public virtually via Microsoft Teams meeting. Refer to the Advertisement for Bids, Section 00 11 13. Subsequently, the Port will publish the Bid Summary online and email to Plan Holders.
- F. Original executed versions of all Bids shall be mailed to the following address, with postmark stamped by the Opening Date or earlier:

**Port of San Francisco Offices – Engineering Division
Pier 1, The Embarcadero
San Francisco, CA 94111**

Hard copy bids shall be addressed to the Port and designated as "**Bid for AMADOR STREET INFRASTRUCTURE IMPROVEMENTS (Port of San Francisco Contract No. 2852)**." Envelopes shall bear the name and address of the Bidder.

- G. If the Bidder sends the hard copy Bid by messenger service, the Port's office hours are from 8:00AM to 5:00PM Monday through Friday, with exception of Holidays.
- H. Hard copy bids will be compared to the electronic submittal. If discrepancies or inconsistencies are found, then the Bid may be deemed non-responsive.
- I. The Port reserves the right in its sole discretion to allow the successful Bidder a period of time reasonable under the circumstances after Bid opening, which shall be no more than 14 days unless extended in writing by the Port, to submit additional forms or documents required by the Port and to reject the Bid if such forms or documents are not properly submitted within the time allotted by the Port. Bids that are in any way conditional or

which make alterations, omissions, or qualifications to the terms of the Bid Documents may be rejected as incomplete or qualified. All Bid data, except signatures, shall be typed or printed legibly in non-erasable ink, with all strikeouts and corrections initialed by the person signing the Bid. 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 Port, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished. **Bidder shall furnish satisfactory evidence that the Bidder is currently registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5.**

- J. The Port reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
- K. The Port may furnish Bid tabulations to a Bidder who requests said information. Bidders requesting information on the Bid results shall make such requests in writing at least 24 hours after the date/time for Bid Opening to: constructionbids@sport.com

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 (Section 00 49 00) and as described below.
- B. Within ten (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 (Section 00 49 14) completed by each subcontractor, lower-tier subcontractor and supplier for lower tier covered transactions of \$25,000 or more.
 - 2. Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15) completed by each subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more. If the subcontractor's Work involves one or more apprenticeable trades which are declared on Section 00 49 15 to be a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each such trade.
 - 3. Federal Forms in accordance with Article "Statutory Bidding Requirements" of this Section 00 21 13.
- C. Refer to Supplementary Instructions To Bidders: Caltrans DBE Program (Section 00 22 13) for additional DBE Program submittal requirements after bid opening.
- D. Refer to Article "Bidder's Qualifications" of this Section 00 21 13 for additional qualifications submittal requirements after Bid opening.
- E. Requests For Product Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution after Bid opening, said Bidder must make such request within

the time limit following the date of the Award as specified on the Request for Substitution form (Section 00 49 18). Requests shall be granted or denied at the City's sole discretion. Refer to Section 00 49 18 – Request for Substitution and Section 01 25 13 – Product Substitution Procedures.

1.15 WITHDRAWAL OR REVISION OF BID

- A. Prior to the deadline for Bid opening, a submitted Bid may be **revised** by uploading a revised file to the designated file upload site for receiving Bids. Such revision must be completed on or before the deadline for Bid opening. Bidders may submit Bids multiple times, but only the last Bid submitted by the deadline for Bid opening shall qualify as the submitted Bid
- B. Prior to the deadline for Bid opening, a submitted Bid may be **withdrawn** by notice to the Port. Such notice shall be emailed to constructionbids@sfport.com by Bidder and, to be effective, must be received on or before the deadline for Bid opening. The email subject line shall read "**Withdrawal of Bid for Contract No. 2852**" and the body of the email shall clearly explain the request of withdrawal including the approximate upload time of the Bid such that the City can identify the pertinent Bid submission to be withdrawn.
- C. Those Bids not withdrawn prior to the deadline for receipt of Bids shall not be withdrawn or modified for a period of 90 days thereafter.

1.16 OBJECTIONS TO BID DOCUMENTS, BID PROTESTS

- A. Failure by a Bidder to comply with the procedures set forth in this Paragraph will render any Objection or Protest inadequate and may result in its rejection by the City.
- B. The City will accept and consider the following types of Objections and Protests if they are timely submitted and meet all other applicable requirements of this Paragraph:
 1. Written Objections to any provision or legal requirement set forth in or imposed by the Bid and Contract Documents by a prospective Bidder that are apparent, or reasonably discoverable, prior to the submission of Bids;
 2. Bid Protests submitted by a Bidder after Bid opening against another Bidder or Bidders; and
 3. Protests submitted by a Bidder whose Bid has been rejected by the City based on a determination by the City that the Bid is non-responsive and/or the Bidder is not responsible.
- C. Objections Prior to Submission of Bids. Should a prospective Bidder object on any ground to any provision or legal requirement set forth in the Bid and Contract Documents (including all Addenda), including but not limited to Objections based on allegations that: (i) the Bid or Contract Documents are unlawful in whole or in part; (ii) one or more of the requirements of the Bid or Contract Documents is onerous, unfair or unclear; (iii) the structure of the Bid Documents does not provide a correct or optimal process for the solicitation of the Work; (iv) the Bid or Contract Documents contain one or more ambiguity, conflict, discrepancy or other error; or (v) the Bid or Contract Documents unnecessarily precludes alternative solutions to the Work, the prospective Bidder must provide timely written notice of Objection as set forth below.
 1. An Objection must be in writing and must be received by the City no later than 10 calendar days prior to the date of Bid opening. If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Objections will not be considered.
 2. Objections shall be transmitted to Chief Harbor Engineer.

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

- submitted the Protest. Accordingly, the initial Protest submittal must include all grounds of Protest and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Protest is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Protest submittal, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
7. Upon receipt of a timely and proper Protest, the City will review the Protest and conduct an investigation as it deems appropriate which, among other things, may include the review of information provided by or available from sources other than the protesting and protested Bidders. The City may also consider supplemental correspondence relating to the original ground(s) of Protest submitted by a protesting Bidder and/or a protested Bidder to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its review and investigation, the City will provide a written determination to the Bidder who submitted the Protest, with a copy to the protested Bidder(s).
 8. Protests not received within the time and in the manner specified may not be considered.
 9. A Bidder may not rely on a Protest submitted by another Bidder, but must timely pursue its own Protest.
 10. If the City determines that a Protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.
- E. Rejection of a Bid by the City. If the City determines that a Bidder's Bid is non-responsive or that a Bidder is not responsible, the City will issue a Notice of non-responsiveness and/or non-responsibility, as appropriate. Determination of the Notice will set forth the basis for the City's determination and rejection of the Bid.

1.17 AWARD OF CONTRACT

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

1.18 CONTRACT SECURITY

- A. Article 10 of the General Conditions (Section 00 72 00) sets forth the City's requirements as to performance and payment (labor and material) bonds.

- B. When the successful Bidder delivers the executed Agreement, it must be accompanied by the required performance and payment bonds.

1.19 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 Chief Harbor Engineer.
1. Contract Agreement (Section 00 52 00), 2 original copies with the successful Bidder's signature affixed thereto.
 - a. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.
 2. Performance bond and payment (labor and material) bond (Section 00 61 13), 2 original copies of each.
 3. Insurance certificates and endorsements, 2 original copies of each, including the following:
 - a. The contract number "2852" and Project title "AMADOR STREET INFRASTRUCTURE IMPROVEMENTS", the agent names and telephone numbers, and name the certificate holder as follows:

Chief Harbor Engineer
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
 - b. Name as additional insured the parties as specified in Section 00 73 16, Article "Insurance for Others".
 - c. Otherwise comply with applicable requirements as specified in Section 00 73 16.
 4. Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.
 5. Power of Attorney authorizing signatories to execute Performance and Payment Bonds.
 6. Proof that Bidder and all subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
 7. Proof of Status as Signatory to Apprenticeship Program or Proof of Payment if Bidder's Total Bid Price is \$30,000 or more or if the Contract Time is 20 days or more:
 - a. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on the Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 65), successful Bidder shall submit written proof of its status as a signatory.
 - b. For each subcontractor that declared it is a signatory to a recognized apprenticeship or training program on the Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 49 15), successful Bidder shall submit written proof of each such subcontractor's status as a signatory.
 - c. Contractor and all of its subcontractors that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder (Contractor) or its subcontractor(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft that Contractor or its subcontractor(s) is providing labor to the Project. Such contributions shall be made on the

same basis and in the same manner as the other contractors do, or, where the trust fund administrators are unable to accept such funds, Contractor and its subcontractor(s) must provide written proof of payment of a like amount to the California Apprenticeship Council.

8. Contractor shall submit the appropriate bond, insurance certificates and insurance documents as required per Section 00 73 16 – Insurance Requirements.
- B. Additionally, if not included with the Bid, the successful Bidder shall deliver to Chief Harbor Engineer within the time limit set forth above, the required San Francisco business tax registration numbers and contractor license numbers as specified in Article “Statutory Bidding Requirements.”
 1. Pursuant to section 10164 of the California Public Contract Code failure of Bidder to timely obtain proper and adequate licensing as specified shall constitute a waiver to execute the Contract and shall result in the forfeiture of Bidder's Bid security.
- C. Failure to deliver to the Port of San Francisco one or more of the documents listed in this Article "Execution of Contract" shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder's bid security if not submitted within the specified time frames in the Contract.
- D. The Equal Benefits Provisions of The San Francisco Labor and Employment Code Article 131 do not apply to this federally funded project.

1.20 **Restricted Communications Prior to Contract Award**

- A. From the date this Contract is advertised until the date the competitive process for this Contract is completed either by cancelation of the Contract or by final action of the Port Commission, Bidders and potential Bidders, and/or their representatives, subcontractors or subconsultants, or other interested parties, shall communicate with the Port only as instructed in this Section 00 21 13 Instructions to Bidders.
- B. Any attempt to communicate with or solicit any person involved in the evaluation, selection, award, or approval process, except as instructed in this Contract, is prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of San Francisco elected official, member of the Port Commission, City or Port personnel, or any selection panel member. Failure to comply with the communications protocol of this Contract shall, at the sole discretion of the Port, result in the disqualification of the Bidder or potential Bidder from the competitive process. Prohibited communications made on behalf of a Bidder or potential Bidder shall be imputed to the Bidder.
- C. The above restriction does not apply to communications with the Port or City regarding business unrelated to this Contract.

END OF SECTION

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

Join a meeting without a Teams account

Microsoft Teams

Desktop **Mobile**

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

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

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



Join Microsoft Teams Meeting

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

Notes:

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

Organizer's view

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

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

Join a Teams meeting from the app

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

Join a Teams meeting on the web

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

1. In your email invite, select **Join Microsoft Teams Meeting**.
You can also use a dial-in number and conference ID from the email to call in.
2. You have two choices:
 - **Download the Windows app:** Download the Teams app.
 - **Join on the web instead:** Join a Teams meeting on the web.
3. If you select to join via web, type in your name and select **Join now**.
If you have a Teams account, select **sign in** to view the meeting chat and more.
4. Choose the audio and video settings that you want.

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

SECTION 00 21 14

QUESTION ON BID DOCUMENTS (QBD) FORM

Potential Bidders must complete this QBD Form and submit to the address below no later than 3 business days before the bid opening date.

Project: AMADOR STREET INFRASTRUCTURE IMPROVEMENTS

Contract No. 2852

To: Port of San Francisco
 Pier 1
 San Francisco, CA 94111
 Phone: (415) 274-0526
 Attention: **Noel Aquino**
 Email: constructionbids@sfport.com

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

BIDDER'S QUESTION	
Company Name: _____	Date _____
Contact Name: _____	Tel: _____
Title: _____	Fax: _____
<i>Check One Only (Use separate form for each specification 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.

SECTION 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: CALTRANS DBE PROGRAM

1.1 SUMMARY

- A. This Contract is subject to Title 49 CFR 26.13(b). Bidder must include the following assurance in each subcontract the Bidder signs with a subcontractor:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.”
- B. Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in this Contract. Contractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in this Contract (49 CFR 26).
- C. To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City specifies a goal for DBEs. DBE is a firm that meets the definition of DBE.
- D. If the Bidder does not meet the DBE participation goal, Bidder must meet the Good Faith Efforts requirements. Bids that do not meet the subcontracting goal and the Good Faith Efforts requirements may be deemed non-responsive and may be rejected.

1.2 DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE)**: A for-profit “small business concern” that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. One or more such individuals must also control the management and daily business operations. These individuals must be citizens of the United States and (1) any individual who the City finds to be a socially and economically disadvantaged individual on a case-by-case basis, or (2) who are either Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, women, or any other group found to be socially and economically disadvantaged by the Small Business Administration. This definition was revised in 1987 to include women.

1.3 DBE PARTICIPATION GOAL

- A. The DBE participation goal for this Contract is **22.2 percent**.
- B. Bidder must meet the DBE participation goal shown above or demonstrate that Bidder made adequate good faith efforts to meet this goal.
- C. Bidder should not depend on deletable Bid items to calculate the DBE participation percentage.

1.4 DBE PROGRAM

- A. Bidder shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.
- B. It is the Bidder’s responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

<https://caltrans.dbesystem.com/>

- C. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.
- D. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company. Only the value of work actually performed by the DBE will count toward the DBE goal. Refer to 49 CFR 26.55 for more details about counting DBE participation.
 - 1. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - 2. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. Credit for materials or supplies purchased from DBEs counts towards the DBE goal in the following manner:
 - 1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
 - 2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
 - 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor a regular dealer. Refer to 49 CFR 26.55 for definitions of "manufacturer" and "regular dealer."
- F. Bidder will receive credit towards the goal if Bidder employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

Contractors who are qualified and want to be certified as DBEs must complete an application package from CUCP and submit the same to a certifying agency per the instructions in the application package. The application package can be downloaded from the following website: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english>

1.5 DBE PARTICIPATION GOAL

- A. Submit DBE information with the Bid on the "Local Agency Bidder DBE Commitment (Construction Contracts)" form (Exhibit 15-G) included in the Bid package.
- B. If the above form is not submitted with the Bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the City in accordance with Paragraph 1.7 below.
- C. Other bidders do not need to submit the DBE Commitment form unless the City requests it.
- D. Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.
- E. If Bidder does not submit the DBE Commitment form with the Bid or within the specified time, the City may find the Bid nonresponsive.

1.6 FEMALE AND MINORITY GOALS

- A. The female participation goal is set at 6.9%.
- B. The minority participation goal is set at 25.6%.
- C. Bidder must meet the goals shown above or demonstrate that Bidder made adequate good faith efforts to meet this goal.

1.7 GOOD FAITH EFFORTS SUBMITTAL

- A. If Bidder has not met the DBE goal, Bidder shall complete and submit the “DBE Information - Good Faith Efforts” form (Exhibit 15-H) with the bid showing that Bidder made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the City within the time specified in Paragraph 1.7 below.
- B. Even if Bidder's DBE Commitment form indicates that Bidder has met the DBE goal or if Bidder is required to submit the DBE Commitment form, Bidder must also submit good faith efforts documentation within the specified time to protect Bidder's eligibility for award of the Contract in the event that the City finds that the DBE goal has not been met.
- C. Good faith efforts documentation must include the following information and supporting documents, as necessary:
 - 1. Items of work Bidder has made available to DBE firms. Bidder must identify those items of work Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, Bidder must show the dollar value and percentage of the total contract. It is Bidder's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
 - 2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Bidder is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
 - 3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
 - 4. Name and date of each publication in which Bidder requested DBE participation for the project. Attach copies of the published advertisements.
 - 5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
 - 6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If Bidder has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
 - 7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If Bidder provided such assistance, identify the name of the DBE

assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

D. The City may consider DBE commitments of the 2nd and 3rd Bidders when determining whether the low Bidder made good faith efforts to meet the goal.

1.8 DBE PROGRAM BIDDING FORMS

A. Submit the following forms with the Bid:

1. Exhibit 15-G: Local Agency Bidder DBE Commitment (Construction Contracts).
2. Exhibit 15-H: DBE Information – Good Faith Efforts.
3. Good Faith Efforts documentation.

If the above forms are not submitted with the Bid, the apparent low Bidder, the second low bidder, and third low bidder shall submit the forms within **5 working days** after the date of Bid opening to:

Noel Aquino
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Telephone: (415) 274-0526
Email: constructionbids@sfport.com

B. Within **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 Bidding Forms listed below to the Project Manager at the following address:

Noel Aquino
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Telephone: (415) 274-0526
Email: constructionbids@sfport.com

1. Form 3 (Caltrans): Construction Compliance Affidavit (DBE3).
2. Form 6 (Caltrans): Affidavit - Declaration of DBE Subcontractor Participation (DBE6).
3. Form 6A (Caltrans): DBE Trucking (DBE6A).

C. Failure to submit properly completed DBE program Bidding forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

1.9 APPLICABLE CMD REQUIREMENTS

A. Each Bidder must comply with all applicable requirements of the Contract Monitoring Division ("CMD").

1. Bid discounts and Local Business Enterprise subcontracting goals as set forth in section 14B.7 and section 14B.8 of the San Francisco Administrative Code do not apply to this federal-aid project.

B. Bidders' attention is directed to the City's nondiscrimination requirements for this Contract as specified in Section 00 73 41. Nondiscrimination requirements set forth in Section 00 73 41 should be read thoroughly and shall be complied with, to the extent necessary, to fulfill the intent thereof.

END OF SECTION

SECTION 00 31 00**AVAILABLE PROJECT INFORMATION****1.1 SUMMARY**

- A. This Document describes Reference Documents and the use of data resulting from the various investigations or from available information, including, existing geotechnical data and soils engineering reports, as-builts, hazardous materials survey reports, underground facilities plans, and environmental assessment information.

1.2 GEOTECHNICAL REPORTS

- A. Bidders' attention is directed to a geotechnical reports that was prepared for the site as follows:
1. *Geotechnical Investigation, Amador Street Sanitary Pump Station Improvements, T&R/RYCG, July 19, 2011*
 2. *Geotechnical Investigation, Pier 94 Backlands Improvements, T&R/RYC, July 5, 2012*
 3. *Final Geotechnical Data Report Amador Street Pavement Rehabilitation San Francisco, California, AGS Job No. AGS-15-025, April 2016*
- B. Geotechnical consultation was obtained only for the use of the City and its consultants for the planning and design of the Project and is not part of the Contract Documents, but boring logs and test results contained in said geotechnical report constitute technical data on which the Bidder may rely. Refer to Paragraph 3.03, Unforeseen Or Differing Conditions, of the General Conditions.
- C. All statements, findings, and interpretations in said reports are those of the geotechnical consultants and the City makes no representations, either express or implied, as to the completeness or adequacy of said report.
- D. PDF Digital files of the above referenced document is included with the digital Bid Documents.

1.3 EXISTING SITE AND BUILDING CONSTRUCTION DOCUMENTS

- A. Bidders' attention is directed to construction or record drawings for the original construction and subsequent alterations that were utilized in the preparation of the Contract Documents as follows:
1. *Amador Pump Station Upgrade Drawings*
 2. *Pier 90 Exaro Potholing*
- B. PDF Digital files of the above referenced document is included with the digital Bid Documents.

1.4 UTILITY SUPPORT AND WORK AROUND (SAWA) RESPONSES

- A. Per the City's support and work around agreement (SAWA), private utility owners must provide support during construction when the Project requires coordination. The following response letters were received:
1. *2370I Amador St. - Electric FPP*
 2. *2370I Amador St - Gas FPP*

- B. PDF Digital files of the above referenced documents are included with the digital Bid Documents.

1.5 HAZARDOUS MATERIALS REPORTS

- A. The City's environmental consultant has surveyed the facility for the presence of various hazardous materials. Materials investigated may include asbestos, lead, PCB ballasts, mercury containing lamps, and other hazardous materials. The survey findings are documented in the following:

Asbestos Survey Report, Reinforced Concrete Structure, Amador Pump House, Envirosurvey Inc, July 15, 2016

- B. The Contractor shall contract and use trained and qualified contractors for the asbestos-containing wall demolition. Demolition of the portion of the west wall as ACCM shall be conducted under supervision of an EPA accredited supervisor, trained workers with appropriate PPE.
- C. Hazardous materials surveys and reports were obtained only for the use of the City and its consultants for planning and design. Such documentation is not part of the Contract Documents, but the technical data contained in the referenced reports on which the Bidder is entitled to rely are incorporated in the Contract Documents by reference.
- D. PDF Digital files of the above referenced document is included with the digital Bid Documents.

1.6 ENVIRONMENTAL REPORTS

- A. The Port's environmental consultant investigated the Project Site for the presence of contaminated soils and groundwater. The findings are documented in the following report available for reference:
 - 1. *Site Investigation Report, Pier 94 Backlands Improvement and Amador Street Sanitary Pump Station, San Francisco, CA. T&R and RYCG, June 15, 2012*
- C. The Port's environmental permits and authorizations for the Project are available for reference.
 - 1. San Francisco City Planning Department CEQA Exemption Determination of the Port of San Francisco General Maintenance and Repair Program (2021-003773ENV);
 - 2. U.S. Department of Transportation Maritime Administration (NEPA) National Environmental Policy Act Maritime Administrative Order 600-1 Categorical Exclusion (MAO 600-1), issued September 6, 2023
 - 3. Amador Street Infrastructure Improvement Project, Cultural Resources Monitoring Plan, dated August 21, 2023.
- D. Environmental assessment information was obtained only for the use of the City and its consultants for planning and design. Said information is not part of the Contract Documents, but the technical data or mandatory mitigation requirements contained therein on which Bidder is entitled to rely are incorporated in the Contract Documents by reference.
- E.. PDF Digital files of the above referenced document is included with the digital Bid Documents.

1.7 USE OF DATA

- A. The foregoing Reference Documents are not part of the Contract Documents. The City does not warrant the completeness of the Reference Documents.
- B. The City makes no representation, either express or implied, that the conditions indicated in the Reference Documents are representative of those existing at the Site, or that different conditions may not occur or materials other than or in proportions different from those indicated may not be encountered. Refer to Paragraph 3.03, Unforeseen Or Differing Conditions, of the General Conditions.
- C. Bidders shall visit the Site and familiarize themselves with existing conditions.

1.8 PRE-BID VISIT TO WORK SITE

- A. Prior to bidding, Bidders may make their own site investigations including but not limited subsurface investigations to satisfy themselves as to Site conditions, but such investigations shall be performed only under the provisions of Section 00 21 13.

END OF SECTION

SECTION 00 40 13**BIDDING FORMS CHECKLIST**

To be submitted with Bid for:

AMADOR STREET INFRASTRUCTURE IMPROVEMENTS

(Port of San Francisco Contract No. 2852)

- A. Each Bidder shall submit with its Bid the following forms, properly completed and executed:
- Executed Bid Form (Section 00 41 00) with contractor's license number and expiration date.
 - Bid security equal to 10% of the Bid (Section 00 43 13).
 - Acknowledgment of Receipt of Addenda (Section 00 43 20).
 - Proposed Subcontractors Form (Section 00 43 50).
 - Bidder's List of Subcontractor Not Selected (Section 00 43 51)
 - Bidder's Qualifications (Section 00 45 13)
 - Bidder's Safety Record (Section 00 45 14)
 - Release and Waiver Agreement (Section 00 45 16).
 - Highest Prevailing Wage Rate Certification (Section 00 45 61).
 - Certificate of Bidder Regarding Apprenticeship Training Program (Section 00 45 65).
 - Non-collusion Affidavit (Section 00 45 80).
 - Certification of Bidder Regarding Debarment and Suspension (Section 00 45 82).
 - Nonlobbying Certification for Federal-Aid Contracts (Section 00 45 84).
 - Disclosure for Lobbying Activities (Section 00 45 85).
 - Equal Opportunity Certification (Section 00 45 87).
 - Exhibit 15-G: Local Agency Bidder DBE Commitment (Construction Contracts)
 - Exhibit 15-H: DBE Information – Good Faith Efforts.
- B. Digital file of the Bid shall be submitted by following the instructions in Section 00 21 13. Submitted Bid shall be a single file in PDF format containing all pages of the Bid and named as "**Bid for Contract No. 2852 by <Bidder Name>.pdf**". Unreadable files or pages may result in a Bid being found non-responsive.
- C. The Executive Director of the Port of San Francisco reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
- D. Bids must be submitted no later than the date and time specified in the Advertisement for Bids, or as subsequently specified if changed by Addendum by following the instructions provided in Section 00 21 13 Instructions to Bidders.

END OF SECTION

SECTION 00 41 00

BID FORM

Date of Bid: _____

TO THE **SAN FRANCISCO PORT COMMISSION**, CITY AND COUNTY OF SAN FRANCISCO

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

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

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 and applicable requirements of the California Labor Code for each of the attached list Sections:

<i>Section No.</i>	<i>Title</i>
00 43 20	Acknowledgment of Receipt of Addenda
00 43 50	Proposed Subcontractors Form
00 43 51	Bidder's List of Subcontractors Not Selected
00 45 13	Bidder's Qualifications
00 45 61	Highest General Prevailing Rate Certification – Federal
00 45 65	Certificate of Bidder Regarding Apprenticeship Training Program
00 45 80	Non-collusion Affidavit
00 45 82	Certification of Bidder Regarding Debarment and Suspension
00 45 84	Nonlobbying Certification for Federal-Aid Contracts
00 45 85	Disclosure for Lobbying Activities
00 45 87	Equal Opportunity Certification

The undersigned acknowledges that he or she has read and agrees to these Sections (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 Section 00 21 13 - Instructions to Bidders, Article "Bid Security".

NON-DISCRIMINATORY EMPLOYMENT PRACTICES: Provisions of The San Francisco Labor and Employment Code Article 131, excluding subsection 131.2 and deleting all references to "domestic partners" and "domestic partner status" in section 131.2 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	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION (MAXIMUM 5% OF THE SUM OF BID ITEMS NO. 1 THROUGH NO. 45 AND WD-1A THROUGH WD-12)	---	LS	---	\$ _____
2	TRAFFIC CONTROL WORK	---	LS	---	\$ _____
2A	FURNISH AND INSTALL TEMPORARY TRAFFIC STRIPING TAPE	140	LF	\$ _____	\$ _____
3	TRENCH AND EXCAVATION SUPPORT WORK FOR SEWER WORK ON H-DRAWINGS	---	LS	---	\$ _____
4	TRANSPORTATION OF SURPLUS CALIFORNIA CLASS I (NON-RCRA) HAZARDOUS WASTE (SOILS) TO A CLASS I DISPOSAL FACILITY	1,235	TN	\$ _____	\$ _____
5	DISPOSAL OF SURPLUS CALIFORNIA CLASS I (NON-RCRA) HAZARDOUS WASTE (SOILS) AT A CLASS I DISPOSAL FACILITY	1,235	TN	\$ _____	\$ _____
6	TRANSPORTATION OF SURPLUS NON-HAZARDOUS SOILS (CLASS II & III) CALIFORNIA DESIGNATED WASTE (SOILS) TO A CLASS II & III DISPOSAL FACILITY	140	TN	\$ _____	\$ _____

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
7	DISPOSAL OF SURPLUS NON-HAZARDOUS SOILS (CLASS II & III) CALIFORNIA DESIGNATED WASTE (SOILS) AT A CLASS II & III DISPOSAL FACILITY	140	TN	\$ _____	\$ _____
8	4-FOOT DIAMETER CONCRETE MANHOLE WITH 52-INCH DIAMETER FRAME AND COVER	2	Each	\$ _____	\$ _____
9	5-FOOT DIAMETER CONCRETE MANHOLE WITH 52-INCH DIAMETER FRAME AND COVER	1	Each	\$ _____	\$ _____
10	STANDARD CONCRETE MANHOLE FOR 12-INCH TO 24-INCH DIAMETER SEWERS WITH NEW FRAME AND COVER, PER SFDPW STANDARD PLAN 87,181	5	Each	\$ _____	\$ _____
11	CLEAN AND MORTAR EXISTING MANHOLE	4	Each	\$ _____	\$ _____
12	8-INCH DIAMETER VCP ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	20	LF	\$ _____	\$ _____
13	10-INCH DIAMETER VCP CULVERT (CONTINGENCY BID ITEM)	322	LF	\$ _____	\$ _____
14	12 -INCH DIAMETER RCP ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	890	LF	\$ _____	\$ _____
15	15 -INCH DIAMETER RCP ON CRUSHED ROCK BEDDING WRAPPED IN GEOTEXTILE FABRIC	50	LF	\$ _____	\$ _____
16	FURNISH AND INSTALL 6 - INCH DIAMETER NOMINAL SIZE SDR-17 HDPE FORCE MAIN AND FITTINGS ON CRUSHED ROCK ENCASEMENT AND WRAPPED IN GEOTEXTILE FABRIC	1,401	LF	\$ _____	\$ _____

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
17	FURNISH AND INSTALL 16-INCH DIAMETER NOMINAL SIZE SDR-17 HDPE CRUSHED ROCK ENCASEMENT AND WRAPPED IN GEOTEXTILE FABRIC	19	LF	\$ _____	\$ _____
18	FURNISH AND INSTALL 34 LF OF 10-INCH DIAMETER STEEL CASING UNDER RAILROAD TRACKS BY PIPE JACKING METHOD AND FURNISH AND INSTALL 34 LF OF 6-INCH DIAMETER NOMINAL SIDE SDR 17 HDPE INSIDE STEEL CASING.	---	LS	---	\$ _____
19	JACKING PIT FOR STEEL CASING INSTALLATION	1	Each	\$ _____	\$ _____
20	CLEANOUTS FOR 6-INCH DIAMETER NOMINAL SIZE SDR-17 HDPE INSIDE MANHOLE	3	Each	\$ _____	\$ _____
20A	CLEANOUTS FOR 6-INCH DIAMETER NOMINAL SIZE SDR-17 HDPE (CONDITIONAL BID ITEM)	11	Each	\$ _____	\$ _____
21	FURNISH AND INSTALL 2" AIR VALVE AND BLOW-OFF ASSEMBLY AND ACCESSORIES	1	Each	\$ _____	\$ _____
22	CONTROLLED DENSITY FILL INSIDE MANHOLE	9	CY	\$ _____	\$ _____
23	TELEVISION INSPECTION OF EXISTING 10-INCH DIAMETER VCP WHERE INDICATED ON H-DRAWINGS	3	EA	\$ _____	\$ _____
24	TELEVISION INSPECTION OF EXISTING 4-INCH OR 6-INCH DIAMETER CIP SIDE SEWER (CONDITIONAL BID ITEM)	6	EA	\$ _____	\$ _____
25	4-INCH OR 6-INCH DIAMETER CIP SIDE SEWER REPAIR, REPLACEMENT OR CONSTRUCTION AND CLEANOUTS, AS NECESSARY (CONDITIONAL BID ITEM)	368	LF	\$ _____	\$ _____

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
26	POST-CONSTRUCTION TELEVISION INSPECTION OF NEWLY CONSTRUCTED GRAVITY MAIN SEWERS, STORM DRAINS, CULVERTS, AND LATERALS	---	LS	---	\$ _____
27	EXPLORATORY HOLES (CONDITIONAL BID ITEM)	15	CY	\$ _____	\$ _____
28	PLUG AND FILL EXISTING 6-INCH DIAMETER FORCE MAIN WITH SLURRY GROUT AS INDICATED ON H-DRAWINGS	10	CY	\$ _____	\$ _____
29	CAST IRON WATER TRAP FOR CATCH BASIN TO REMAIN INCLUDING CLEANOUT CAP PER SFDPW STD. PLAN 87,194 (CONDITIONAL BID ITEM)	14	EA	\$ _____	\$ _____
30	IMPORT BACKFILL MATERIAL FOR SEWER WORK (CONDITIONAL BID ITEM)	524	CY	\$ _____	\$ _____
31A	HIGH-FLOW TRASH COLLECTION DEVICE - CROSSLINKED HIGH-DENSITY POLYETHYLENE	3	EA	\$ _____	\$ _____
31B	HIGH-FLOW TRASH COLLECTION DEVICE - DEFLECTIVE SEPARATOR	1	EA	\$ _____	\$ _____
32	MECHANICAL WORK	---	LS	---	\$ _____
33	STRUCTURAL WORK	---	LS	---	\$ _____
34	ELECTRICAL WORK	---	LS	---	\$ _____
34A	ELECTRICAL WORK – INTERIM	---	LS	---	\$ _____
35	FULL DEPTH PLANING PER 2-INCH DEPTH OF CUT	5160	SF	\$ _____	\$ _____
36	ASPHALT CONCRETE (TYPE A, 1/2 INCH MAXIMUM WITH MEDIUM GRADING)	1147	TON	\$ _____	\$ _____
37	10-INCH THICK CONCRETE BASE	78240	SF	\$ _____	\$ _____
38A	CONCRETE ROADWAY SWALE	1156	SF	\$ _____	\$ _____

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
38B	18-INCH WIDE CONCRETE SWALE	100	LF	\$ _____	\$ _____
39	6-INCH WIDE CONCRETE CURB	30	LF	\$ _____	\$ _____
40	6-INCH THICK CONCRETE DRIVEWAY PAVEMENT	170	SF	\$ _____	\$ _____
41	CLASS II AGGREGATE BASE	1200	CY	\$ _____	\$ _____
42	RAIL ROAD TRACK REMOVAL	1400	LF	\$ _____	\$ _____
43	ADJUST CITY-OWNED MANHOLE FRAME AND CASTING TO GRADE (CONDITIONAL BID ITEM)	10	EA	\$ _____	\$ _____
44	ADJUST CITY-OWNED HYDRANT AND WATER MAIN VALVE BOX CASTING TO GRADE (CONDITIONAL BID ITEM)	6	EA	\$ _____	\$ _____
45	LANDSCAPE WORK	---	LS	---	\$ _____
45A	LANDSCAPE ESTABLISHMENT PERIOD (CONTINGENCY BID ITEM)	---	LS	---	\$ _____
46	ALLOWANCE FOR ENVIRONMENTAL WORK	---	AL	---	\$ 100,000
47	ALLOWANCE FOR REMOVAL OF RAILROAD TRACK FACILITIES FROM THE SEWER AND FORCE MAIN TRENCH IF ENCOUNTERED BENEATH THE PAVEMENT AND WHERE INDICATED ON H-DRAWINGS AND OUTSIDE OF RAILROAD TRACK REMOVAL LIMITS ON C-DRAWINGS	---	AL	---	\$ 10,000
48	ALLOWANCE TO PERFORM NECESSARY WORK DUE TO UNFORESEEN CONDITIONS RELATED TO SEWER WORK UNDER H-DRAWINGS	---	AL	---	\$ 50,000
49	ALLOWANCE FOR SAN FRANCISCO UNIFORMED OFFICERS	---	AL	---	\$ 21,469
50	PARTNERING ALLOWANCE	---	AL	---	\$ 20,000

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
WD-1A	EXCAVATION AND BACKFILL FOR 4-, 6- AND 8-INCH PIPE TRENCH	200	LF	\$ _____	\$ _____
WD-1B	EXCAVATE AND BACKFILL FOR 16-INCH PIPE TRENCH	1,700	LF	\$ _____	\$ _____
WD-1C	FURNISH AND INSTALL SAND BACKFILL (CONDITIONAL BID ITEM)	700	TON	\$ _____	\$ _____
WD-2	ADDITIONAL EXCAVATION AND BACKFILL	300	CY	\$ _____	\$ _____
WD-3	REMOVAL AND INSTALLATION OF METER BOX	6	EA.	\$ _____	\$ _____
WD-4A	FURNISHING OF 4-, 6- AND 8-INCH DUCTILE IRON TYTON JOINT AND FLANGE JOINT PIPE	200	L.F.	\$ _____	\$ _____
WD-4B	INSTALLATION OF 4-, 6- AND 8-INCH DUCTILE IRON TYTON JOINT AND FLANGE JOINT PIPE WITH POLYETHYLENE ENCASMENT	200	L.F.	\$ _____	\$ _____
WD-4C	FURNISHING OF 16-INCH DUCTILE IRON RESTRAINED PUSH-ON JOINT PIPE	1,700	L.F.	\$ _____	\$ _____
WD-4D	INSTALLATION OF 16-INCH DUCTILE IRON RESTRAINED PUSH-ON JOINT PIPE WITH POLYETHYLENE ENCASMENT	1,700	L.F.	\$ _____	\$ _____
WD-5A	FURNISHING OF 4-, 6- AND 8-INCH DUCTILE IRON FITTINGS	1421	LBS.	\$ _____	\$ _____
WD-5B	INSTALLATION OF 4-, 6- AND 8-INCH DUCTILE IRON FITTINGS WITH POLYETHYLENE ENCASMENT	1,421	LBS.	\$ _____	\$ _____
WD-5C	FURNISHING OF 16-INCH DUCTILE IRON FITTINGS	13,895	LBS.	\$ _____	\$ _____
WD-5D	INSTALLATION OF 16-INCH DUCTILE IRON FITTINGS WITH POLYETHYLENE ENCASMENT	13,895	LBS.	\$ _____	\$ _____

Bid Item	Bid Item Description	Estimated Quantity	Unit*	Unit Price	Extension
WD-6A	FURNISHING AND INSTALLATION OF 4- AND 6-INCH DUCTILE IRON GATE VALVES	7	EA.	\$ _____	\$ _____
WD-6B	FURNISHING AND INSTALLATION OF 16-INCH DUCTILE IRON GATE VALVES	4	EA.	\$ _____	\$ _____
WD-7	FURNISHING AND INSTALLATION OF 2-INCH AIR VALVE/BLOW OFF ASSEMBLY	6	EA.	\$ _____	\$ _____
WD-8	TRENCH SHORING AND BRACING PER ALL APPLICABLE SAFETY ORDERS (CONDITIONAL BID ITEM)	22,000	S.F.	\$ _____	\$ _____
WD-9	FURNISHING AND INSTALLATION OF SCREW TAPS	10	EA.	\$ _____	\$ _____
WD-10	SUPPORT FOR INSTALLATION OF SERVICE PIPE - OPEN CUT	160	L.F.	\$ _____	\$ _____
WD-11	REMOVAL OF SFWD - OWNED VALVE BOXES AND COVERS	8	EA.	\$ _____	\$ _____
WD-12	PIPE ABANDONMENT	1700	L.F.	\$ _____	\$ _____
WD-13	ALLOWANCE FOR FURNISHING AND INSTALLING HYDRANT BOLLARDS FOR NEW LOW PRESSURE FIRE HYDRANTS	---	AL	---	\$ 6,000
WD-14	CONDITIONAL ALLOWANCE FOR UNFORESEEN CONDITIONS RELATED TO WATER WORK.	---	AL	---	\$ 50,000
WD-15	CONDITIONAL ALLOWANCE FOR WORKING OUTSIDE NORMAL WORK HOURS	---	AL	---	\$ 25,000
WD-16	CONTRACT SAFETY REQUIREMENTS	---	AL	---	\$ 25,000
TOTAL BID PRICE (summation above Bid items):					\$ _____

*Note: LF = Linear Feet, LS = Lump Sum, SF = Square Feet, EA = Each, AL = Allowance, CY = Cubic Yard, TN = US Short Ton, LBS = Pounds

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

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

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

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

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

Bidder acknowledges and agrees that it will perform not less than 30% of the Contract Work with its own forces.

Department of Industrial Relations Registration: The undersigned further declares that the Bidder is compliant with the registration requirements of the California Department of Industrial Relations ("DIR") under California Labor Code section 1725.5, and that its registration with the DIR will be current as of March 1, 2015 for any Bid submitted on or after March 1, 2015, and/or that its registration with the DIR will be current as of April 1, 2015, should the Contract be awarded on or after April 1, 2015, regardless of the Bid date.

Executed on _____ 20 _____

Name of Firm, Corporation, Partnership or Joint Venture

E-mail Address

Signature of Bidder or Authorized Representative

Telephone Number

Print Name of Authorized Representative

Contractor's California License No.

Position in Firm or Corporation

License Expiration Date

Address of Firm or Corporation

S.F. Business Tax Registration
Certificate Number

City State Zip Code

Contractor's DIR Registration No.

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

END OF SECTION

SECTION 00 43 13

BID SECURITY FORM

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

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

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

(Corporate Seal)

Name of Firm, Corporation, Partnership or Joint Venture

Principal

By: _____

(Corporate Seal)

Surety

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

Attorney-in-Fact

END OF SECTION

SECTION 00 43 20

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact Noel Aquino, Port of San Francisco, Pier 1, San Francisco, CA 94111, telephone (415) 274-0526.

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

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

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

END OF SECTION

SECTION 00 43 50
(Caltrans Exhibit 12-B Part I)

PROPOSED SUBCONTRACTORS FORM

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, contractor’s license number 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.

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

In accordance with the Federal requirements on Form 1273, Section VI (Refer to Section 00 73 81), the **Contractor shall perform not less than 30 percent of the original contract work with the Contractor's own organization.** Per Title 49, Section 26.11, of the Code of Federal Regulations, Bidder shall list all subcontractors (both DBE and Non-DBE) and indicate the annual gross receipts per the form

A. BIDDER'S PORTION OF WORK

1. NAME OF PRIME CONTRACTOR OR MAJORITY JOINT VENTURE PARTNER:		
2. BID ITEMS/PORITION OF WORK TO BE SELF-PERFORMED (IF LESS THAN 100% OF THE CONTRACT WORK):		
3. DOLLAR AMOUNT OF WORK TO BE SELF-PERFORMED: \$	4. PERCENTAGE OF WORK TO BE SELF-PERFORMED: %	5. DATE:
By signing the Bid Form, Contractor hereby certifies that it will perform not less than 30% of the Contract Work with its own forces.		

Continued on next page.

B. LIST OF SUBCONTRACTORS

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	8. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	9. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

Copy this page as needed to provide a complete listing.

Page ____ of ____

1. TYPE OF SUBCONTRACTOR: (Check one) <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: (Check one) <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: (Check one) <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

END OF SECTION

SECTION 00 43 51
(Caltrans Exhibit 12-B Part II)

BIDDER'S LIST OF SUBCONTRACTORS NOT SELECTED (DBE AND NON-DBE)

This form must be submitted with the Bid. The Bidder shall list all subcontractors (both DBE and non-DBE) who provided a quote or bid but were not selected to participate as a subcontractor in this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations.

NAME OF PRIME CONTRACTOR OR MAJORITY JOINT VENTURE PARTNER:

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

Continued on next page.

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

Copy this page as needed to provide a complete listing.

Page _____ of _____

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

1. TYPE OF SUBCONTRACTOR: <i>(Check one)</i> <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)	
2. SUBCONTRACTOR NAME	EMAIL
3. ADDRESS	PHONE
4. BID ITEMS/PORTION OF WORK	
5. DIR REGISTRATION NO.	8. CA CONTRACTOR'S LICENSE NO.
6. VENDOR NO.	9. SF BUSINESS TAX REG. NO.
7. FEDERAL ID NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
7. ANNUAL GROSS RECEIPTS: <input type="checkbox"/> < \$1 million <input type="checkbox"/> \$10-\$15 million <input type="checkbox"/> \$1-\$5 million <input type="checkbox"/> >\$15 million <input type="checkbox"/> \$5-\$10 million	
For City Use Only	
CERTIFIED DBE? <input type="checkbox"/> Yes ; <input type="checkbox"/> No	
IF YES, LIST DBE #:	
AGE OF FIRM (Yrs.):	

END OF SECTION

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

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

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

10. BIDDER'S PROJECT EXPERIENCE:

(a)

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

(b)

PROJECT TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
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 TITLE:		
PROJECT DESCRIPTION / SCOPE OF WORK:		
LOCATION: <i>Address, City, State</i>		
START DATE:	PLANNED COMPLETION DATE:	ACTUAL COMPLETION DATE:
CONTRACT AMOUNT: \$	CHANGE ORDER AMOUNT: \$	
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 Bidder's Qualifications form is part of the Bid. Signing the Bid Form shall also constitute signature of this form.

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

END OF SECTION

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

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

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

The City and County of San Francisco (CCSF) Safety Prequalification Form can be found and completed online at <https://sfpuc.org/construction-contracts/contract-opportunities-payments/prequalify-construction>.

Follow the online instructions on how to complete the form and submit the required safety documents. This Form must be completed specifically for each project bid. Previous completed Safety Prequalification Forms cannot be re-used for this bid.

- Check this box to confirm that Safety Prequalification Form has been submitted online for this bid.

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

Bidder must submit this completed form with its Bid.

END OF SECTION

SECTION 00 45 16

RELEASE AND WAIVER AGREEMENT

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

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

RECITALS

1. The City and County of San Francisco through the Port of San Francisco has issued Bid Documents for Contract No. 2852 with a requirement that Bidders submit certain information to demonstrate their qualifications to perform the Work for the AMADOR STREET INFRASTRUCTURE IMPROVEMENTS.
2. In accordance with the Bid Documents, Bidder has submitted information pertaining to its qualifications, including a list of projects and project owners/owner representatives as references for its qualifications.
3. The City seeks candid comments on the Bidder's performance on the listed projects from the owners and the owners' representatives.

RELEASE AND WAIVER

Bidder hereby fully and forever releases, exonerates, discharges, and covenants not to sue, the City and County of San Francisco, the Port of San Francisco, their board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them furnishing comments on Bidder's performance, from and for, and does hereby waive, any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise, arising out of information furnished about Bidder's performance on the projects that Bidder has identified pursuant to Recital number 2, above.

INTENDED BENEFICIARIES

The City and County of San Francisco, the Port of San Francisco, their board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them furnishing any information relating to Bidder's qualifications are intended beneficiaries of this Release and Waiver and are entitled to enforce its terms.

Signature of Bidder or Authorized Representative

Title

Bidder's Name

Date

END OF SECTION

SECTION 00 45 61

HIGHEST PREVAILING WAGE RATE CERTIFICATION
(FEDERAL)

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read the federal Davis-Bacon Act, 49 U.S.C. 5333(a) as implemented under 29 CFR Part 5; 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 the federal Davis-Bacon Act, 49 U.S.C. 5333(a) as implemented under 29 CFR Part 5; 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 SECTION

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

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

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

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

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

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

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

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

Bidder must submit this certification with its Bid.

END OF SECTION

SECTION 00 45 80**NONCOLLUSION AFFIDAVIT
(Caltrans Exhibit 12-E, Attachment D)**

TO THE EXECUTIVE DIRECTOR OF THE PORT, CITY AND COUNTY OF SAN FRANCISCO

In accordance with Title 23 United States Code Section 112 and California Public Contract Code section 7106 the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Bidder must submit this form with its Bid.

END OF SECTION

SECTION 00 45 82

**CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION*
(Caltrans Exhibit 12-E, Attachment E)**

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

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

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

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

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

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

Bidder must submit this completed form with its Bid.

END OF SECTION

SECTION 00 45 84**NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
(Caltrans Exhibit 12-E, Attachment F)**

The Bidder hereby certifies, by signing and submitting its Bid or Proposal, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL*, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite of making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its Bid or proposal that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

* See Section 00 45 85 for Standard Form LLL.

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 certification with its Bid.

END OF SECTION

SECTION 00 45 85

**DISCLOSURE OF LOBBYING ACTIVITIES
Caltrans Exhibit 12-E, Attachment G)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: (write letter in box)</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: (write letter in box)</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: (write letter in box)</p> <p>a. Initial b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i> :</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual: last name, first name, MI):</i></p> <p>b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p> <p style="text-align: center;"><i>(attach Continuation Sheets(s) if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employees(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) if necessary)</i></p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		

Authorized for Local Reproduction
Standard Form LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s), employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, D.C. 20503.

END OF SECTION

SECTION 00 45 87**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Bidder / proposed subcontractor, (*check one*) hereby certifies that it has / has not, (*check one*) participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it has / has not, (*check one*) filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1)) and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The said form may be completed online from this website:
<http://www.eeoc.gov/eeo1survey/index.html>

Bidders and proposed subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor or subcontractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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

Bidder must submit this completed form with its Bid.

END OF SECTION

SECTION 00 45 88

BUY AMERICA CERTIFICATION
(Caltrans Exhibit 12-E, Attachment M)

If steel, iron, or manufactured products (as defined in 49 CFR Sections 661.3 and 661.5) are being procured, the appropriate certification as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in 49 CFR Sec. 661.13(b).

Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both)

Certification of Compliance with Buy America Requirements

Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

Date

Certification of Non-Compliance with Buy America Requirements

Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

Date

Bidder must submit this completed form with its Bid.

END OF SECTION

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:	_____		%
23. Federal-Aid Project Number:	_____		
24. Bid Opening Date:	_____		
25. Contract Award Date:	_____		
26. Award Amount:	_____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	_____	28. Date	_____
29. Local Agency Representative's Name	_____	30. Phone	_____
31. Local Agency Representative's Title	_____	17. Preparer's Signature	_____
		18. Date	_____
		19. Preparer's Name	_____
		20. Phone	_____
		21. Preparer's Title	_____

- DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

SECTION 00 49 01

SUPPLEMENTARY BIDDING FORMS CHECKLIST
(FEDERAL)

To be submitted after bid opening for:

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

- 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 Contract Compliance Officer the following DBE forms, completed and properly signed:

- FORM 3 (Caltrans): Construction Compliance Declaration.
- FORM 6 (Caltrans): Affidavit – Declaration Of Subcontractor Participation.
- FORM 6A (Caltrans): DBE Trucking Form.

Submit above forms to: Noel Aquino, Port of San Francisco, Pier 1, San Francisco, CA 94111
Email above forms to: Constructionbids@sfport.com

- B. Within **10 working days** after the date of the City's notification of the lowest Bidder, such lowest Bidder shall submit the following forms:

- Experience Statement (Section 00 49 12).

Submit above form(s) to: Noel Aquino, Port of San Francisco, City and County of San Francisco, Pier 1, San Francisco, CA 94111

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

Email above forms to: Constructionbids@sfport.com

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

END OF SECTION



**FORM 3 (CALTRANS)
CONSTRUCTION COMPLIANCE DECLARATION**

1. I will ensure that my firm complies fully with Title 49, Code of Federal Regulations, Part 26.
2. I acknowledge that upon a finding of non-compliance with the referenced federal regulations, the City is authorized to impose penalties which may include any of the following:
 - a) refusal to certify the award of a contract;
 - b) suspension of a contract;
 - c) withholding of funds;
 - d) revision of a contract for material breach of contract;
 - e) disqualification of my firm from eligibility for providing goods and services to the City and County of San Francisco for a period not to exceed five years.
3. I acknowledge and agree that, if my firm fails to comply with the referenced federal regulations, my firm shall be liable for liquidated damages for each violation in an amount equal to my firm's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is the greatest. The amount of liquidated damages imposed will be determined by the Director of the CMD.
4. I acknowledge and agree that any liquidated damages assessed against my firm by the Director of the CMD shall be payable to the City and County upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
5. A signature by the Bidder affixed to this affidavit constitutes an agreement with the City to comply with the applicable provisions of 14B of the San Francisco Administrative Code where applicable and referenced federal regulations.

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 Payment Representative:

Owner/Authorized Representative (Print):

Name of Firm (Print):

Address, City, Zip

Federal Employer Identification Number (FEIN):

Date:



**FORM 6 (CALTRANS)
 AFFIDAVIT - DECLARATION OF SUBCONTRACTOR PARTICIPATION**

This affidavit is to be completed by each DBE subcontractor or supplier (including lower tier subcontractors) and submitted to the apparent low Bidder. The apparent low Bidder shall submit the completed affidavits and copies of the subcontractors' or suppliers' bid quotations to the CMD within 5 working days after the date of Bid opening (refer to Section 00 22 13). Subcontractor may attach additional papers if more room is required to provide complete introduction.

Contract Number: _____ Contract Name: _____

Name of General Contractor: _____

Name of Sub Contractor: _____

License #: _____ DBE Joint Venture: _____ Type of work: _____

1. I, _____ verify that _____ bid to 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/supplies

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

3. Please describe scope 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 _____ in the amount of \$ _____. This business is a: CUCP Certified DBE Non-CUCP Certified DBE

5. FOR JOINT VENTURES ONLY: Please attach a copy of your joint venture agreement and list all partners below

Name	Ethnicity (optional)	Gender (optional)	% of Participation
			%
			%

I declare, under penalty of perjury, that the above information is true and correct, and that our firm is a bona fide, certified DBE, as defined in Section 00 22 13.

 Owner/Authorized Representative (Signature)

 Date

 Name and Title (Print)

 Phone



**FORM 6A (CALTRANS)
DBE TRUCKING**

This form is to be completed by apparent low Bidder to describe the complete scope of trucking work to be performed for the project and submitted to the CMD within 5 working days after the date of Bid opening (refer to Section 00 22 13).

Contract Number: _____ Contract Name: _____

SECTION I. 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:		
Estimated 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 a DBE or Non-DBE firm, specify:

Total Dollar Amount Committed to DBE Truckers:

* Disposal fee and equipment rental fee will not be counted towards meeting the DBE trucking dollars amount. \$ _____

SECTION II. TRUCKING OWNER OPERATORS

List below CMD certified DBE owner operators that will be utilized on this project. It is understood that no DBEs other than those listed will be utilized for calculating the DBE participation without prior CMD approval. (photocopy this form for additional truckers and provide the requested information for each DBE trucker)

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



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

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

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

Firm Name	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE
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. Contractor, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone Date

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone Date

SECTION 00 49 12

EXPERIENCE STATEMENT

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

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

Project Experience:

(a)

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

(b)

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

(c)

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

(d)

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

(e)

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

Copy this page as needed to provide a complete listing.

END OF SECTION

SECTION 00 49 14

CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER REGARDING DEBARMENT AND SUSPENSION*

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

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

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

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

 Name of Firm, Corporation, Partnership or Joint Venture

 Name and Title of Authorized Representative

 Signature of Bidder or Authorized Representative

 Date

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

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

Submit this completed form within seven (7) working days after date of the City's notification of the lowest Bidder to: Port of San Francisco, Pier 1, San Francisco, CA 94111

END OF SECTION

SECTION 00 49 15

CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM

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

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

(List Trades Here) _____

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

(List Trades Here) _____

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

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

Complete and deliver this declaration form as specified in Section 00 21 13 – Instructions to Bidders to Port of San Francisco, Pier 1, San Francisco, CA 94111. If the subcontract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within seven (7) working days after the date of the City's written notification of award of the Contract.

Bidder's Name

Name of Signer

Subcontractor's Name

Title of Signer

Subcontractor's Street Address

Signature of Subcontractor or Authorized Representative

Subcontractor's City, State, ZIP

Date

Subcontractor's Telephone No.

END OF SECTION

SECTION 00 49 18

REQUEST FOR SUBSTITUTION

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

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

Proposed Substitution: _____
Manufacturer: _____
Address/Phone: _____
Trade Name/Model No.: _____
On-Site Representative: _____
Address/Phone: _____
Installer: _____
Address/Phone: _____

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

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

(b) Reason for not providing specified item: _____

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

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

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

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

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

If "Yes" Add Deduct _____ calendar days.

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

The undersigned certifies that:

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

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Attachments _____

CITY'S REVIEW AND ACTION

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

Signed _____ Date _____

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

Additional Comments: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties 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 Executive Director (the "DIRECTOR") of the Port of San Francisco, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the Port of San Francisco Commission 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:

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES

1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).

1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

ARTICLE 2 - CONTRACT TIME

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within **639** consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within **60** consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

ARTICLE 3 – CONTRACT SUM

- 3.01 Contract Sum.
- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):
1. Lump sums for specified portions of the Work.
 2. The total of all Unit Price Items bid.
 3. The allowance specified.
 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 available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:
- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

ARTICLE 5 – NOTICES TO PARTIES

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

To CITY: Port of San Francisco
 ATTN: Wendy Proctor, Interim Deputy Director, Engineering
 Pier 1, The Embarcadero
 San Francisco, CA 94111
 wendy.proctor@sfport.com

To CONTRACTOR: [Name of Contractor]
 [Company]
 [Mailing Address]
 [Email Address]

- 5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

ARTICLE 6 – TERMINATION AND SURVIVAL

- 6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read the Required Contract Provisions, Form FHWA-1273 appended to this Agreement and understand that the entire Form FHWA-1273 be inserted in each subcontract and require their inclusion in any lower tier subcontracts or purchase orders, not incorporated by reference in any case.

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: _____
Interim Deputy Director, Engineering

Approved as to form:
DAVID CHIU
City Attorney

BY: _____
Executive Director,
Port of San Francisco

DATE

By: _____
Deputy City Attorney

ATTEST:
Authorized by the
SAN FRANCISCO PORT COMMISSION

By Commission Resolution No.: XX-XX,
adopted: Date
copy attached herewith and marked Exhibit X.

Secretary, San Francisco Port Commission

Attachments:

- APPENDIX A – U.S Department of Transportation Maritime Administration Exhibits (Appendix A, Appendix E, Term B.2, Term B.3, and Term B.4)
- APPENDIX B – California Davis-Bacon Wage Determination

END OF SECTION

APPENDIX B: DAVIS-BACON ACT WAGE DETERMINATIONS, GENERAL DECISION

For Bidding purposes, the federal minimum wage rates dated **May 23, 2024** may be downloaded from the Port of San Francisco Bid Documents Download website at the following link:
<https://sfport.com/business/contract-opportunities>.

Contractor is hereby notified that the above federal minimum wage rates, or the latest version issued in an addendum, if any, shall be physically included in the final contract package as Appendix B to Section 00 52 00.

California Code of Regulations §16001(b) states that “The application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.”

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM**

October 25, 2023

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 PIDP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 PIDP Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction 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 covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for 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; violation of Federal or State antitrust statutes or 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 paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction 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 covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

SECTION 00 61 13

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Executive Director of the Port of San Francisco, State of California, has awarded to:

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

**AMADOR STREET INFRASTRUCTURE IMPROVEMENTS
(Port of San Francisco Contract No. 2852)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

_____ as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

and

(PAYMENT BOND)

_____ lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

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

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor

performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:
David Chiu
City Attorney

By: _____
Deputy City Attorney

Principal

By: _____

Surety

By: _____

END OF SECTION

SECTION 00 64 00

DBE CONTRACT FORMS (FEDERAL)

This Section includes the following Contract Forms and DBE Forms. Submit these forms as specified in Section 00 73 41:

1. Final Report Of Utilization Of Disadvantaged Business Enterprises (DBE) (Caltrans Exhibit 17-F).
2. Disadvantaged Business Enterprises (DBE) Certification Status Change (Caltrans Exhibit 17-O).
3. Subcontracting Request Form (Caltrans Exhibit 16-B).
4. Monthly DBE Trucking Verification (Caltrans Exhibit 16-Z1).
5. DBE Confirmation (LAPM Exhibit 9-I).
6. Disadvantaged Business Enterprise (DBE) Commercially Useful Function (CUF) Evaluation (LAPM Exhibit 9-J).
7. DLA Disadvantaged Business Enterprise (DBE) Joint Check Agreement Request (LAPM Exhibit 9-K).
8. Prompt Payments Certification (Caltrans Exhibit 9-P).
9. Form 7: Contractor/Joint Venture Partner And Subcontractor Participation Report (DBE7).
10. Form 8: Contractor Exit Report and Affidavit (DBE8).
11. Form 9: Subcontractor Payment Affidavit (DBE9).
12. Form 10: Contract Amendment, Modification or Supplement or Change Orders (DBE10).

END OF SECTION

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was [accepted by the Local Agency](#).
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. [If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals.](#) The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME				COUNTY	ROUTE			
BUSINESS ADDRESS					CONTRACT NUMBER			
CITY AND STATE				ZIP CODE	FEDERAL-AID PROJECT NUMBER <i>(from special provisions)</i>			

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

This section is to be completed by the resident engineer.

1. Total of bid items	\$ _____
2. Bid items previously subcontracted	\$ _____
3. Bid items subcontracted (this request)	\$ _____
4. Total of lines 2 and 3	\$ _____
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)	\$ _____
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)	\$ _____

APPROVED

RESIDENT ENGINEER'S SIGNATURE	DATE
-------------------------------	------

Copy Distribution: Original - Contractor Copy - Resident Engineer

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
------------------	------------------	--------------------

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
-------------------------------------	-------	------

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

DLA DBE CONFIRMATION

DOT LAPM 9-I (NEW 01/2023)

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE

Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)

¹If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5th day of bid opening.

Total

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DBE's Authorized Representative

Printed Name of DBE's Authorized Representative

Title of DBE's Authorized Representative

Date

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

PROJECT DESCRIPTION	DISTRICT	FEDERAL PROJECT NUMBER
PROJECT LOCATION	COUNTY	LOCAL PUBLIC AGENCY (LPA)
CONTRACTOR NAME	AWARD AMOUNT \$	

Complete a Commercially Useful Function (CUF) evaluation for each Disadvantaged Business Enterprise (DBE) company performing on a federal-aid contract, with or without a DBE goal. Perform the evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

EVALUATOR INFORMATION

EVALUATOR'S NAME	EMAIL ADDRESS	EVALUATION DATE
EVALUATOR'S TITLE	PHONE NUMBER	

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

N/A

CONTRACTOR REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
CONTRACTOR REPRESENTATIVE TITLE		

DBE CONTRACT COMMITMENT

DBE Total Contract Commitment	DBE Company Commitment	DBE Company Work Completed to Date
% \$	% \$	% \$

DBE COMPANY INFORMATION

DBE COMPANY NAME	COMPANY EMAIL ADDRESS	COMPANY PHONE NUMBER
DBE COMPANY OWNER	DBE ADDRESS	
NAICS CODES	WORK CODES	
ADDRESS LOCATION	OPEN TO THE PUBLIC?	
<input type="checkbox"/> Storefront <input type="checkbox"/> Warehouse <input type="checkbox"/> Yard <input type="checkbox"/> Manufacturing Plant or Facility	<input type="checkbox"/> Yes <input type="checkbox"/> No	
DBE REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
DBE REPRESENTATIVE TITLE		

BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK *(Include the bid item number and item description)*

Attach a copy of subcontract agreement or purchase order as applicable.

TYPE OF DBE

DBE company is performing as:

- | | | |
|---|---|--|
| <input type="checkbox"/> Prime Contractor (Section 1) | <input type="checkbox"/> Trucking (Section 2) | <input type="checkbox"/> Professional Services (Section 5) |
| <input type="checkbox"/> Subcontractor (Section 1) | <input type="checkbox"/> Regular Dealer (Section 3) | <input type="checkbox"/> Broker (Section 6) |
| <input type="checkbox"/> Tier Subcontractor (Section 1) | <input type="checkbox"/> Manufacturer (Section 4) | |

Complete the appropriate section to document the evaluation.

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION DETERMINATION

For the DBE performing a Commercially Useful Function, the DBE CUF evaluation identified:

- No Deficiencies
 The Following Deficiencies:

Number	CUF Deficiency
1	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY
2	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY

For Commercially Useful Function full credit, the DBE CUF evaluation identified:

- No Inadequacies
 The Following Inadequacies:

Number	CUF Inadequacy
1	SECTION
	QUESTION
	DESCRIPTION OF INADEQUACY

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE CUF DETERMINATION

- DBE is Performing a Commercially Useful Function**
Based on the evaluation, the DBE is performing a Commercially Useful Function.
- DBE is Not Performing a Commercially Useful Function**
Based on the evaluation, the DBE was not performing a Commercially Useful Function.

EVALUATOR NAME	SIGNATURE	DATE
----------------	-----------	------

CONTRACTOR CERTIFICATION

LPA Evaluation

I certify under penalty of perjury that the information provided in this form is complete and accurate.

CONTRACTOR NAME	SIGNATURE	DATE
-----------------	-----------	------

LPA VERIFICATION

The information provided in this form has been verified to be complete and accurate.

COMPLETENESS

VERIFIED BY NAME - INSPECTOR	SIGNATURE	DATE
------------------------------	-----------	------

BASED ON CERTIFIED PAYROLLS

VERIFIED BY NAME - RESIDENT ENGINEER	SIGNATURE	DATE
--------------------------------------	-----------	------

BASED ON ATTACHMENTS & DOCUMENTS

VERIFIED BY NAME - DBE LIAISON	SIGNATURE	DATE
--------------------------------	-----------	------

NO RESPONSES & CUF DETERMINATION

VERIFIED BY NAME - EMPLOYEE IN RESPONSIBLE CHARGE	SIGNATURE	DATE
---	-----------	------

RESIDENT ENGINEER CERTIFICATION

I certify that I have reviewed the information submitted in this DBE CUF evaluation and have made the following CUF determination:

- DBE is Performing a Commercially Useful Function**
- DBE is Not Performing a Commercially Useful Function**

RESIDENT ENGINEER NAME	SIGNATURE	DATE
------------------------	-----------	------

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION
 DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

COMPLETED EVALUATIONS SUBMITTAL

Submit DBE Commercially Useful Function Evaluation to the Contractor	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the DBE company	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the LPA Labor Compliance Office	SUBMITTED BY NAME	DATE
Submit non-compliant DBE Commercially Useful Function Evaluation to LPA Resident Engineer	SUBMITTED BY NAME	DATE

ATTACHMENTS

Record or Document	File Name
<input type="checkbox"/> Subcontract Agreement	
<input type="checkbox"/> Purchase Order	
<input type="checkbox"/> Daily Work Records	
<input type="checkbox"/> Certified Payrolls	
<input type="checkbox"/> Invoices	
<input type="checkbox"/> Cancelled Checks	
<input type="checkbox"/> Equipment Ownership	
<input type="checkbox"/> Materials on Hand	
<input type="checkbox"/> Lease or Rental Agreement	
<input type="checkbox"/> Haul Tickets or Bills of Lading	
<input type="checkbox"/> Delivery Tickets	
<input type="checkbox"/>	

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

GENERAL INFORMATION

- Pursuant to 49 Code of Federal Regulations (CFR) 26.55, “A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation...” The purpose of this form is to provide documentation of evaluating DBEs for compliance with the CFR commercially useful function requirements.

FORM

- **PROJECT DESCRIPTION:** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, etc.).
- **PROJECT LOCATION:** Enter the project location(s) as it appears on the project advertisement.
- **DISTRICT:** Enter the district number of the project.
- **FEDERAL PROJECT NUMBER:** Enter the federal project number.
- **COUNTY:** Enter the abbreviation for the county where the project is located.
- **LOCAL PUBLIC AGENCY:** A California city, county, tribal government, or other local public agency.
- **CONTRACTOR NAME:** Company name of the prime contractor.
- **AWARD AMOUNT:** Contract Award without the contingency.

EVALUATOR INFORMATION

- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **EMAIL ADDRESS:** Evaluator’s email address.
- **EVALUATION DATE:** Date the evaluation took place with the DBE and prime contractor.
- **EVALUATOR TITLE:** Title of the individual conducting the evaluation.
- **PHONE NUMBER:** Evaluator’s phone number.

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

- **CONTRACTOR REPRESENTATIVE:** Name, email address, phone number and title of the contractor’s representative attending the evaluation meeting.

DBE CONTRACT COMMITMENT

- **DBE TOTAL CONTRACT COMMITMENT:** Enter the percentage and dollar amount of the total DBE commitment on this contract.
- **DBE COMPANY COMMITMENT:** Enter the calculated percentage and dollar amount the contractor has committed to the DBE company based on the subcontract amount or purchase order amount for materials.
- **DBE COMPANY WORK COMPLETED TO DATE:** Enter the percentage and dollar amount of DBE completed work performed or materials supplied to date for the DBE company.

DBE COMPANY INFORMATION

- **DBE COMPANY NAME:** Enter the name of the DBE contractor, subcontractor, trucker, or materials supplier.
- **COMPANY EMAIL ADDRESS:** Enter DBE company email address.
- **COMPANY PHONE NUMBER:** Enter DBE company phone number.
- **DBE COMPANY OWNER:** Enter the name of the DBE company owner.
- **NAISC CODES:** Enter the North American Industry Classification System code for the DBE company.
- **WORK CODES:** Enter the work codes that the DBE is certified to perform.
- **DBE ADDRESS:** Enter the physical address of the DBE company.
- **ADDRESS LOCATION:** Check the appropriate box for storefront, warehouse, yard, manufacturing plant, or facility.
- **OPEN TO THE PUBLIC:** Check box either “Yes” or “No” whether the storefront, warehouse, yard, manufacturing plant, or facility is open to the public.
- **DBE REPRESENTATIVE:** Name, email address, phone number and title of the DBE’s representative attending the evaluation meeting. If there is no DBE representative attending the evaluation meeting, enter “None” in these fields.
- **BRIEF DESCRIPTION OF DBE’S SCOPE OF WORK:** Provide a description of the work the DBE will perform or the materials that will be supplied by a DBE company.
- **TYPE OF DBE:** Check the appropriate box for prime contractor, subcontractor, tier subcontractor, trucking, regular dealer, manufacturer, professional services, or broker based on what the DBE is performing on the contract. Select all boxes that apply for the DBE company based on scope of work.

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

CUF DETERMINENTS

Complete the appropriate section for the type of work performed or materials supplied by the DBE company as indicated by the checked box on page 1 of the form. **Questions in BOLD font** indicate questions that impact **CUF determining factors**. Questions underlined on this form are used to determine if the DBE work is eligible for full credit.

For more information about CUF determining factors, refer to the “[FHWA Tips of Evaluating a Commercially Useful Function](https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf)” or: <https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf>

Refer to APPENDIX B: DBE Commercially Useful Function Evaluation Instructions in the *State Highway Project Procedures Disadvantaged Business Enterprise Commercially Useful Function Compliance and Monitoring Guide* for completing the evaluation.

The evaluation questions are based on the following requirements to determine whether a DBE is performing CUF.

SECTION 1: DBE CONTRACTOR OR SUBCONTRACTOR EVALUATION

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor or superintendent
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Subcontract Agreement or Purchase Order
- DBE monthly progress reports
- Daily work records
- Certified payrolls

Equipment

- The DBE owns, rents or leases equipment
- The DBE may lease specialized equipment with an operator
- The DBE provides the operator and is responsible for all labor and compliance for non-specialized equipment
- The DBE's marking or emblem is on the equipment

Records or Documents

- Invoices
- Haul tickets or bills of lading
- Lease agreements
- Daily work records
- Ownership documents, such as title, registration, vehicle identification number
- Cancelled checks

Materials

- The DBE is ordering materials and invoices indicate the DBE is the customer
- The DBE is determining the quality and quantity of materials
- The contact person is employed by the DBE
- The DBE is paying for the materials

Records or Documents

- Invoices
- Material on Hand documents
- Delivery tickets, haul tickets or bills of lading
- Daily work records
- Cancelled checks
- Subcontract agreement

SECTION 2: TRUCKING

Management

- DBE is managing the arrangement of and scheduling the trucks
- DBE is required to own and operate at least on fully licensed, insured and operational truck on the contract

Workforce

- DBE is allowed to lease trucks from DBEs and non-DBEs
- DBE keeps a regular workforce and has its own employees
- DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

Records or Documents

- Subcontract agreement or purchase order
- Equipment ownership, rental or lease documents
- Payroll records
- List of trucks, truck unit numbers and vehicle identification numbers

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

CUF DETERMINENTS

SECTION 3: REGULAR DEALER (60% Credit)

Regular Dealer

- The DBE has a regular trade with a variety of customers
- The DBE has an inventory of the materials and supplies to be provided on the contract
- For bulk items, the DBE both owns and operates distribution equipment
- The DBE is responsible for the delivery

Records or Documents

- Invoices
- Delivery tickets or haul tickets
- Purchase order
- List of inventory
- Cancelled checks

SECTION 4: MANUFACTURER (100% Credit)

Manufacturer (100% Credit)

- Maintain a factory or establishment that produces on the premises the materials or supplies required on the contract
- Alter or fabricate the product

Records or Documents

- Purchase order
- Material sources
- Material invoices and billing invoices
- Bills of lading and shipping tickets

SECTION 5: PROFESSIONAL SERVICES (100% Credit)

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Invoices
- List of equipment
- Cancelled checks

SECTION 6: BROKER

Performance

- DBE broker is performing the bid item work committed to them on the DBE Commitment Form and their agreement

Records or Documents

- Invoices
- Cancelled checks

Management

- For procurement of materials, supplies and trucking, DBE is scheduling procurement of materials and supplies or trucking for delivery of materials and supplies, and other related actions for performance of the work.
- For bonding or insurance, DBE provided the bonds or insurance.
- Preparing and submitting invoices.

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION FINDING

If you answered “NO” to any of the bold evaluation questions on this form, you must evaluate the eligibility of the DBE to participate and receive credit for their performance of work. **If you answered “NO” to any underlined questions on this form, you must evaluate whether the DBE work is eligible to receive full credit.** If you are unsure of a DBE’s eligibility, contact Division of Construction’s Labor Compliance Program located at headquarters for guidance.

- **DEFICIENCIES:** Describe any deficiencies found that must be corrected by the contractor to allow DBE participation and credit for the DBE on the contract.
- **INADEQUACY:** Describe any inadequacies found that must be corrected by the contractor to allow full credit for the DBE on the contract.
- **EVALUATION FINDING:** Check the box for either “DBE is Performing a Commercially Useful Function” or “DBE is Not Performing a Commercially Useful Function.”
- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **SIGNATURE:** Signature of evaluator.
- **DATE:** Date signed by evaluator.

CONTRACTOR CERTIFICATION

Required when the contractor is completing the evaluation.

- **CONTRACTOR NAME:** Name of the contractor representative.
- **SIGNATURE:** Signature of contractor.
- **DATE:** Date signed by contractor.

LPA VERIFICATION

Verification is required for completeness: DBE employees are shown on DBE certified payrolls, responses to questions based on attachments are provided, explanation of “NO” responses to questions are provided, and CUF determination is appropriate.

- **VERIFIED BY NAME:** Name of the individual conducting the verification.
- **SIGNATURE:** Signature of verifier
- **DATE:** Date signed by verifier.

RESIDENT ENGINEER CERTIFICATION

Resident engineer reviews the evaluation and certifies either that “DBE is Performing a Commercially Useful Function” or “DBE is Not Performing a Commercially Useful Function.” Discuss with the contractor any deficiency on the form and require submittal of a corrective action plan.

- **RESIDENT ENGINEER:** Name of the resident engineer.
- **SIGNATURE:** Signature of resident engineer.
- **DATE:** Date signed.

COMPLETED EVALUATIONS SUBMITTAL

Submit completed evaluation forms to the contractor, DBE company and LPA Labor Compliance Officer and submit non-compliant evaluations with deficiencies or inadequacies to DLAE.

- **SUBMITTED BY:** Name of individual submitting form.
- **DATE:** Date form was submitted.

ATTACHMENTS

Check a box for each attachment and provide the electronic file name of the attachment. The attachment list will expand to allow for additional attachments.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE)
JOINT CHECK AGREEMENT REQUEST
DOT LAPM 9-K (NEW 05/2023)

This form must be submitted and approved prior to the use of a joint check

Name of Prime Contractor _____ Contract Number _____

Name of Contractor issuing joint check _____

Name of DBE Contractor _____

Name of Material Supplier _____

Bid Item numbers and descriptions of work to be performed by DBE _____

Who initiated the request? _____

Reason for request _____

Comments _____

Information:

The use of joint checks is subject to review by the Local Public Agency (LPA) Resident Engineer and DBE Liaison.

Read and follow the procedures as outlined in this form. Failure to follow the conditions as described in the LAPM Chapter 9, or if LPA determines that the arrangement results in a lack of independence or commercially useful function (CUF) on the part of the DBE involved, will result in disallowance of credit toward the goal for claimed DBE participation. The fact that a DBE is certified will not be determinative on whether the DBE is performing a CUF so that credit for DBE participation is permissible.

When joint checks are used in DBE subcontracting, DBE credit toward the contract goal will be allowed only when the DBE subcontractor is performing a CUF in accordance with the Code of Federal Regulations, Title 49 (49 CRF), Section 26.55 (c)(1), "How is DBE participation counted toward goals?":

"A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself."

When using a joint check, the following conditions are required. Failure to comply with the conditions below will disqualify DBE participation and may adversely impact a contractor's bidding status.

1. ***The Disadvantaged Business Enterprises Joint Check Agreement Request must be fully completed and approved by LPA prior to issuance of any joint check.***
The Disadvantaged Business Enterprises Joint Check Agreement Request form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
2. ***The entity issuing the joint check acts solely to guarantee payment to the supplier.***
49 CFR, Part 26 requires that the DBE's own funds are used to pay for the material and it is not appropriate for the funds to come from the contractor to the material supplier. Joint checks from a prime contractor to the DBE for the costs of items procured by the DBE from the material supplier may be regarded as representing the DBE's own funds.
3. ***The DBE must release the joint check to the supplier.***
Joint checks issued by the contractor must be delivered or mailed to the DBE for presentation and payment to the DBE's suppliers. The contractor shall not make the payment directly to the supplier.
4. Any documentation requested by LPA to confirm the proper use of joint checks shall be supplied to LPA within 10 days of the date of the request. Failure to provide requested information timely will result in disallowance of DBE credit.

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE)
JOINT CHECK AGREEMENT REQUEST
DOT LAPM 9-K (NEW 05/2023)

I have read and understand the above information and acknowledge the information provided on this form is true and accurate.

AUTHORIZED PRIME CONTRACTOR REPRESENTATIVE

Signature _____ Print Name _____ Title _____ Date _____

AUTHORIZED CONTRACTOR ISSUING THE JOINT CHECKS (If other than the prime)

Signature _____ Print Name _____ Title _____ Date _____

AUTHORIZED DBE CONTRACTOR REPRESENTATIVE

Signature _____ Print Name _____ Title _____ Date _____

AUTHORIZED MATERIAL SUPPLIER REPRESENTATIVE

Signature _____ Print Name _____ Title _____ Date _____

LPA USE ONLY

Approved

Denied Reason for denial _____

Resident Engineer's Signature _____ Print Name _____ Title _____ Date _____

Instructions

This form is required as part of the approval process for the use of joint checks under the Disadvantaged Business Enterprises (DBE) program set forth by Federal Highway Administration's policy on the use of joint checks on federal-aid highway projects.

The top of the form requires specific information regarding the construction project: contract number, prime contractor name, name of the contractor issuing the joint check (if other than the prime), DBE contractor name, material supplier name, bid items and descriptions, comments and who initiated the request.

This form requires the signature of the authorized representatives of the prime contractor, name of the contractor issuing the joint check (if other than the prime), DBE contractor, and material supplier. This form must be submitted and approved by the resident engineer prior to the use of joint checks.

COPY DISTRIBUTION: **Original** - Project File **Copy** - DBE Subcontractor **Copy** - LPA Labor Compliance Office

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total committed to this Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage *
Totals					0.00	0.00	0.00			

List all first-tier subcontractors/subconsultants regardless of tier whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information on this form is complete.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative's Name

(28) Phone



**FORM 7 (CALTRANS)
 CONTRACTOR/JOINT VENTURE PARTNER AND SUBCONTRACTOR PARTICIPATION REPORT**

To be completed by Contractor and submitted to the City with its monthly progress payment application (transmit to all of the following)

TRANSMITTAL

TO: Resident Engineer/Inspector **COPY:** Contract Compliance Officer
FROM (Contractor): _____ **Date Transmitted:** _____

PART 1. Fill in all the blanks

Contract Number: _____ **Contract Name:** _____
Reporting Period From: _____ **To:** _____ **Progress Payment No:** _____

The information submitted on Parts 1 and 2 of this form is accurate for the progress payment period immediately preceding that of the current payment application attached herewith.

- | | |
|--|----------|
| 1. Amount of Prime Contract: | \$ _____ |
| 2. Amount of Change Orders, Amendments and Modifications to Date: | \$ _____ |
| 3. Total Contract to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2): | \$ _____ |
| 4. Amount Invoiced this submittal period: | \$ _____ |
| 5. Total Amount Paid to Date including Retainage Received | \$ _____ |
| 6. Amount of Progress Payments Requested to Date (Line 4 + Line 5): | \$ _____ |
| 7. Percent Complete (Line 6÷ Line 3): | _____ % |

Contractor, including each joint venture partner, must execute this form

_____ Owner/Authorized Representative (Signature)	_____ Owner/Authorized Representative (Signature)
_____ Name (Print)	_____ Name (Print)
_____ Title (Print)	_____ Title (Print)
_____ Firm Name	_____ Firm Name
_____ Telephone	_____ Telephone
_____ Fax	_____ Fax
_____ Date	_____ Date



PART 2.

Provide a complete listing in the following table for Contractor, each DBE joint venture partner and all subcontractors (including 2nd and/or 3rd tier DBE subcontractors). Make copies of this sheet as needed. Attach copies of all invoices from subcontractors supporting the information tabulated on this form and Contractor's invoice and Contract Payment Authorization for the immediately preceding progress payment period.

Note: Failure to submit all required information may lead to partial withholding of progress payment.

A	B	C	D	E	F	G	H
Name of Firm List Contractor, including each joint venture partner, and all subcontractors, (including lower tier DBE (subcontractors) suppliers and truckers, and indicate if the firm is a DBE	Service Performed	Amount of Contract or Purchase order at time of Award	Amount of Change Orders/Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Change Orders/Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount of Progress Payments Paid or Invoiced to Date	Percent Completed to Date (F+G)/E
							%
							%
							%
							%
							%
							%
							%
							%
							%
							%
							%
							%
DBE Sub-Totals							%
CONTRACT TOTALS							%



**FORM 8 (CALTRANS)
 CONTRACTOR EXIT REPORT AND AFFIDAVIT**

Contractor must complete this form for, and have it executed by, each DBE joint venture partners and each DBE subcontractor (incl. lower tier DBE subcontractors), suppliers and truckers. These forms should be submitted to the City with the final progress payment application.

TRANSMITTAL

TO: Resident Engineer/Inspector **COPY:** Contract Compliance Officer
FROM (Contractor): _____ **Date Transmitted:** _____

SECTION I.

Reporting Date: _____ **Contract Name:** _____
Name of DBE: _____ **Portion of Work (Trade):** _____
Original DBE Contract Amount: _____ **Change Orders, Amendments, Modifications:** _____
Final DBE Contract Amount: _____ **Amount of Progress Payments Paid to Date:** _____
Amount Owning including all Change Orders, Amendments and Modifications: _____

Execution by DBE:

I agree with the information on this form. **Note:** If DBE is in disagreement, it should not sign below but instead return this form with an explanation of, and reasons for, the disagreement in the space provided on Page 2 of this form:

Owner/Authorized Representative (Signature)	Name and Title (Print)
Telephone	Date

SECTION II.

I/We declare, under penalty of perjury under the laws of the State of California, that the information on this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after the date of the City's final payment under the Contract.

Prime Contractor, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)
Name and Title (Print)	Name and Title (Print)
Firm Name	Firm Name
Telephone	Telephone
Fax	Fax
Date	Date



Explanation by contractor if the final contract amount for this DBE is less than the original contract amount.

Explanation by DBE if it is in disagreement with the above explanation, or with the information on the first page of this form:

Comments on the above by the awarding department:



**FORM 9 (CALTRANS)
 SUBCONTRACTOR PAYMENT AFFIDAVIT**

To be completed and submitted by Contractor, including all joint venture partners if any, and submitted to the City within 10 working days following receipt of each progress payment from the City (transmit to all of the following).

TRANSMITTAL

TO: Resident Engineer/Inspector _____ **COPY:** Contract Compliance Officer _____
FROM (Contractor): _____ **Date Transmitted:** _____

List the following information for each progress payment received from the City. Use additional sheets to include complete payment information for all subcontractors (including lower tier subcontractors) and vendors utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ **Contract Name:** _____
Contract Awarding Department: _____
Progress Payment No.: _____ **Period Ending:** _____
Amount Received: \$ _____ **Date:** _____ **Warrant/Check No.:** _____

Subcontractor/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number

I/We declare, under penalty of perjury under the laws of the State of California, that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Contractor, including each joint venture partner, must execute this form

_____ Owner/Authorized Representative (Signature)	_____ Owner/Authorized Representative (Signature)
_____ Name (Print)	_____ Name (Print)
_____ Title (Print)	_____ Title (Print)
_____ Firm Name	_____ Firm Name



CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

FEDERAL FORMS
Construction Contracts

Telephone

Date

Telephone

Date



**FORM 10 (CALTRANS)
 CONTRACT AMENDMENT, MODIFICATION, SUPPLEMENT OR CHANGE ORDERS**

Prime contractor/joint venture must submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contact Title:	
Original Contract Amount:	
Contract Amount as Modified to Date:	
Amount of Current Modification Request:	

REQUIRED ATTACHMENTS:

1. Revised Exhibit 15-G, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

Owner/Authorized Representative (Signature)

Name (Print)

Title (Print)

Firm Name

Telephone Date

FOR CITY USE ONLY	
APPROVED Signature	RECEIVED:
Name	
Title	
Date	

SECTION 00 72 00
GENERAL CONDITIONS
(August 2015)

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.....	5
1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS.....	5
1.04 AMENDMENT OF CONTRACT DOCUMENTS.....	6
1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS.....	6
1.06 REUSE OF CONTRACT DOCUMENTS.....	7
ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS.....	7
2.01 ADMINISTRATION OF THE CONTRACT.....	7
2.02 INFORMATION AND SERVICES.....	7
2.03 RIGHT TO STOP THE WORK; CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT.....	7
2.04 RIGHT TO CARRY OUT THE WORK.....	7
2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK.....	8
2.06 AUDIT.....	8
2.07 NO WAIVER OF RIGHTS.....	8
2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES.....	8
ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES.....	9
3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS.....	9
3.02 SUPERVISION OF THE WORK.....	9
3.03 UNFORESEEN OR DIFFERING CONDITIONS.....	10
3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS.....	11
3.05 LABOR, MATERIALS AND EQUIPMENT.....	11
3.06 PERMITS, FEES AND NOTICES.....	12
3.07 RECORD DOCUMENTS.....	12
3.08 CONTRACTOR'S DAILY REPORT.....	12
3.09 PROGRESS AND SUBMITTAL SCHEDULES.....	13
3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	13
3.11 SUBSTITUTIONS.....	14
3.12 USE OF SITE.....	14
3.13 ACCESS TO WORK.....	15
3.14 CUTTING AND PATCHING.....	15
3.15 CLEANING UP AND REMOVING DEBRIS.....	15
3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION.....	15
3.17 WARRANTY.....	16
3.18 TAXES.....	16
3.19 INDEMNIFICATION.....	16
3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION.....	18
3.21 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES.....	18
ARTICLE 4 - SUBCONTRACTORS.....	18
4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.....	18
4.02 SUBCONTRACTUAL RELATIONS.....	19
4.03 ASSIGNABILITY OF SUBCONTRACTS.....	19

4.04	SUCCESSORS AND ASSIGNS	19
ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS		19
5.01	CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.....	19
5.02	COORDINATION.....	20
5.03	CLEAN UP RESPONSIBILITIES	21
ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK		21
6.01	GENERALLY	21
6.02	REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS	21
6.03	CHANGE ORDER REQUESTS (COR) AND PROPOSED CHANGE ORDERS (PCO)	21
6.04	CHANGE ORDERS	22
6.05	UNILATERAL CHANGE ORDERS	23
6.06	COST OF CHANGE ORDER WORK.....	23
6.07	FORCE ACCOUNT WORK	26
6.08	UNIT PRICE WORK	27
ARTICLE 7 - TIME		27
7.01	PROGRESS AND COMPLETION	27
7.02	DELAYS AND EXTENSIONS OF TIME.....	28
7.03	ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/ COMPENSABLE TIME EXTENSION.....	31
7.04	LIQUIDATED DAMAGES	32
ARTICLE 8 - INSPECTION AND CORRECTION OF WORK		33
8.01	UNCOVERING OF WORK	33
8.02	TESTS AND INSPECTIONS	33
8.03	CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD	34
8.04	ACCEPTANCE OF NON-CONFORMING WORK	35
ARTICLE 9 - PAYMENTS AND COMPLETION		35
9.01	CONTRACT SUM.....	35
9.02	SCHEDULE OF VALUES FOR LUMP SUM WORK.....	36
9.03	PROGRESS PAYMENTS.....	36
9.04	RETENTION.....	38
9.05	PAYMENT AUTHORIZATION	38
9.06	WITHHOLDING PAYMENT	38
9.07	PARTIAL UTILIZATION.....	39
9.08	SUBSTANTIAL COMPLETION.....	39
9.09	FINAL COMPLETION AND FINAL PAYMENT	40
9.10	PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE	40
ARTICLE 10 - INSURANCE AND BONDS		42
10.01	INSURANCE REQUIREMENTS.....	42
10.02	PERFORMANCE BOND AND PAYMENT BOND	42
ARTICLE 11 - LABOR STANDARDS		42
11.01	PREVAILING WAGES.....	42
11.02	PAYROLLS.....	43
11.03	APPRENTICES	44
11.04	LABOR STANDARDS ENFORCEMENT	44

ARTICLE 12 - SAFETY.....45

 12.01 PRECAUTIONS AND PROGRAMS.....45

 12.02 PERSONS AND PROPERTY45

 12.03 SAFETY PERMITS.....46

 12.04 EMERGENCIES46

ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS.....46

 13.01 CLAIMS GENERALLY46

 13.02 NOTICE OF POTENTIAL CLAIM47

 13.03 CONTRACT CLAIM.....47

 13.04 GOVERNMENT CODE CLAIM.....49

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT49

 14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE.....49

 14.02 SUSPENSION BY THE CITY FOR CONVENIENCE.....50

 14.03 TERMINATION BY THE CITY FOR CONVENIENCE50

ARTICLE 15 - MISCELLANEOUS PROVISIONS.....52

 15.01 GOVERNING LAW AND VENUE52

 15.02 RIGHTS AND REMEDIES52

 15.03 COMPLETE AGREEMENT52

 15.04 SEVERABILITY OF PROVISIONS52

END OF TABLE OF CONTENTS

THIS PAGE WAS INTENTIONALLY LEFT BLANK

SECTION 00 72 00
GENERAL CONDITIONS
(August 2015)

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.....	5
1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS.....	5
1.04 AMENDMENT OF CONTRACT DOCUMENTS.....	6
1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS.....	6
1.06 REUSE OF CONTRACT DOCUMENTS.....	7
ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS.....	7
2.01 ADMINISTRATION OF THE CONTRACT.....	7
2.02 INFORMATION AND SERVICES.....	7
2.03 RIGHT TO STOP THE WORK; CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT.....	7
2.04 RIGHT TO CARRY OUT THE WORK.....	7
2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK.....	8
2.06 AUDIT.....	8
2.07 NO WAIVER OF RIGHTS.....	8
2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES.....	8
ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES.....	9
3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS.....	9
3.02 SUPERVISION OF THE WORK.....	9
3.03 UNFORESEEN OR DIFFERING CONDITIONS.....	10
3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS.....	11
3.05 LABOR, MATERIALS AND EQUIPMENT.....	11
3.06 PERMITS, FEES AND NOTICES.....	12
3.07 RECORD DOCUMENTS.....	12
3.08 CONTRACTOR'S DAILY REPORT.....	12
3.09 PROGRESS AND SUBMITTAL SCHEDULES.....	13
3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	13
3.11 SUBSTITUTIONS.....	14
3.12 USE OF SITE.....	14
3.13 ACCESS TO WORK.....	15
3.14 CUTTING AND PATCHING.....	15
3.15 CLEANING UP AND REMOVING DEBRIS.....	15
3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION.....	15
3.17 WARRANTY.....	16
3.18 TAXES.....	16
3.19 INDEMNIFICATION.....	16
3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION.....	18
3.21 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES.....	18
ARTICLE 4 - SUBCONTRACTORS.....	18
4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.....	18
4.02 SUBCONTRACTUAL RELATIONS.....	19
4.03 ASSIGNABILITY OF SUBCONTRACTS.....	19

4.04	SUCCESSORS AND ASSIGNS	19
ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS		19
5.01	CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.....	19
5.02	COORDINATION.....	20
5.03	CLEAN UP RESPONSIBILITIES	21
ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK		21
6.01	GENERALLY	21
6.02	REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS	21
6.03	CHANGE ORDER REQUESTS (COR) AND PROPOSED CHANGE ORDERS (PCO)	21
6.04	CHANGE ORDERS	22
6.05	UNILATERAL CHANGE ORDERS	23
6.06	COST OF CHANGE ORDER WORK.....	23
6.07	FORCE ACCOUNT WORK	26
6.08	UNIT PRICE WORK	27
ARTICLE 7 - TIME		27
7.01	PROGRESS AND COMPLETION	27
7.02	DELAYS AND EXTENSIONS OF TIME.....	28
7.03	ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/ COMPENSABLE TIME EXTENSION.....	31
7.04	LIQUIDATED DAMAGES	32
ARTICLE 8 - INSPECTION AND CORRECTION OF WORK		33
8.01	UNCOVERING OF WORK	33
8.02	TESTS AND INSPECTIONS	33
8.03	CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD	34
8.04	ACCEPTANCE OF NON-CONFORMING WORK	35
ARTICLE 9 - PAYMENTS AND COMPLETION		35
9.01	CONTRACT SUM.....	35
9.02	SCHEDULE OF VALUES FOR LUMP SUM WORK.....	36
9.03	PROGRESS PAYMENTS.....	36
9.04	RETENTION.....	38
9.05	PAYMENT AUTHORIZATION	38
9.06	WITHHOLDING PAYMENT	38
9.07	PARTIAL UTILIZATION.....	39
9.08	SUBSTANTIAL COMPLETION.....	39
9.09	FINAL COMPLETION AND FINAL PAYMENT	40
9.10	PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE	40
ARTICLE 10 - INSURANCE AND BONDS		42
10.01	INSURANCE REQUIREMENTS.....	42
10.02	PERFORMANCE BOND AND PAYMENT BOND	42
ARTICLE 11 - LABOR STANDARDS		42
11.01	PREVAILING WAGES.....	42
11.02	PAYROLLS.....	43
11.03	APPRENTICES	44
11.04	LABOR STANDARDS ENFORCEMENT	44

ARTICLE 12 - SAFETY.....45

 12.01 PRECAUTIONS AND PROGRAMS.....45

 12.02 PERSONS AND PROPERTY45

 12.03 SAFETY PERMITS.....46

 12.04 EMERGENCIES46

ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS.....46

 13.01 CLAIMS GENERALLY46

 13.02 NOTICE OF POTENTIAL CLAIM47

 13.03 CONTRACT CLAIM.....47

 13.04 GOVERNMENT CODE CLAIM.....49

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT49

 14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE.....49

 14.02 SUSPENSION BY THE CITY FOR CONVENIENCE.....50

 14.03 TERMINATION BY THE CITY FOR CONVENIENCE50

ARTICLE 15 - MISCELLANEOUS PROVISIONS.....52

 15.01 GOVERNING LAW AND VENUE52

 15.02 RIGHTS AND REMEDIES52

 15.03 COMPLETE AGREEMENT52

 15.04 SEVERABILITY OF PROVISIONS52

END OF TABLE OF CONTENTS

THIS PAGE WAS INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS (August 2015)

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

ARTICLE 1 - GENERAL

1.01 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

71. Resident Engineer: See "City Representative."

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

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

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

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

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

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

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

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

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

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

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

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

83. Supply: Refer to "Furnish."

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

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

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

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

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

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

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

1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS

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

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

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

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

1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.04 AMENDMENT OF CONTRACT DOCUMENTS

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

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

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

1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS

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

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

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

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

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

5. Detail Drawings govern over general Drawings.
6. Drawing with highest revision number prevails.

1.06 REUSE OF CONTRACT DOCUMENTS

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

ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS

2.01 ADMINISTRATION OF THE CONTRACT

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

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

2.02 INFORMATION AND SERVICES

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

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

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

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

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

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

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

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

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

2.04 RIGHT TO CARRY OUT THE WORK

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

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

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

2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK

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

2.06 AUDIT

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

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

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

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

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

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

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

2.07 NO WAIVER OF RIGHTS

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

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

2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES

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

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS

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

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

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

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

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

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

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

3.02 SUPERVISION OF THE WORK

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

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

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

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

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

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

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

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

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

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

3.03 UNFORESEEN OR DIFFERING CONDITIONS

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

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

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

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

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

C. Differing Conditions shall not include:

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

2. All that could be seen on Site;

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

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

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

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

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

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

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

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

3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS

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

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

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

3.05 LABOR, MATERIALS AND EQUIPMENT

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

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

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

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

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

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

3.06 PERMITS, FEES AND NOTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

3.07 RECORD DOCUMENTS

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

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

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

3.08 CONTRACTOR'S DAILY REPORT

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

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

3.09 PROGRESS AND SUBMITTAL SCHEDULES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

3.11 SUBSTITUTIONS

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

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

3.12 USE OF SITE

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

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

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

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

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

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

3.13 ACCESS TO WORK

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

3.14 CUTTING AND PATCHING

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

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

3.15 CLEANING UP AND REMOVING DEBRIS

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

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

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

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

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

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

3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION

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

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

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

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

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

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

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

3.17 WARRANTY

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

1. Contractor additionally warrants manufacturers' product warranties.

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

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

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

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

3.18 TAXES

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

3.19 INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION

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

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

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

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

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

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

3.21 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES

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

ARTICLE 4 - SUBCONTRACTORS

4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

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

4.02 SUBCONTRACTUAL RELATIONS

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

4.03 ASSIGNABILITY OF SUBCONTRACTS

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

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

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

4.04 SUCCESSORS AND ASSIGNS

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

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

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

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

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

ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

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

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

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

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

5.02 COORDINATION

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

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

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

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

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

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

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

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

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

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

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

5.03 CLEAN UP RESPONSIBILITIES

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

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

ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK

6.01 GENERALLY

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

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

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

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

6.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.04 CHANGE ORDERS

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

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

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

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

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

6.05 UNILATERAL CHANGE ORDERS

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

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

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

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

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

6.06 COST OF CHANGE ORDER WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Bond and insurance costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Contractor.

6.07 FORCE ACCOUNT WORK

A. General: When additions, deletions, or revisions in the Work are to be paid for on a Force Account basis, all direct costs itemized in subparagraph 6.06A shall be subject to the approval of the City and compensation will be determined as set forth herein.

1. The City will direct Contractor to proceed with the Work on a Force Account basis, and the City will establish a "not to exceed" budget.

2. All requirements regarding direct costs and markup for overhead and profit provided in Paragraph 6.06B shall apply to Force Account Work. However, the City will pay only the actual necessary costs verified in the field by the City on a daily basis.

3. Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall be fully covered by the markup for overhead and profit markup as provided in subparagraph 6.06C.

B. Notification and Verification: Contractor shall notify the City in writing at least 24 hours in advance of its schedule before proceeding with the Force Account Work. All Force Account Work shall be witnessed, documented, and approved in writing by the City on the day that the Work is performed. Contractor will not be compensated for Force Account Work if Contractor fails to provide timely notice to the City before commencing the Force Account Work. In addition, Contractor shall notify the City when the cumulative costs incurred by Contractor for the Force Account Work equal 80 percent of the budget pre-established by the City. Contractor will not be compensated for Force Account Work exceeding the "not to exceed" budget amount if Contractor fails to provide the required notice before exceeding 80 percent of the Force Account budget.

C. Reports: Contractor shall diligently proceed with the approved Force Account Work and shall submit to the City no later than 12:00 p.m. of the day following performance of Force Account Work a daily Force Account Work report on a form obtained from the City. The report shall provide an itemized, detailed account of the daily Force Account labor, material, and equipment, including names of the individuals and the specific pieces of equipment identified by manufacturer's model type and serial number. Contractor's authorized representative shall complete and sign the report. Contractor will not be compensated for Force Account Work for which said timely report is not completed and submitted to the City.

D. Records: Contractor shall maintain detailed records of all Work done on a Force Account basis. Contractor shall provide a weekly Force Account summary indicating the status of each Force Account Work directive in terms of actual costs incurred as a percent of the budget for the respective Force Account Work directive and the estimated percentage completion of the Force Account Work.

E. Agreement: If Contractor and the City reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a Force Account basis, Contractor's signed written reports shall be discontinued and all previously signed reports shall become invalid.

6.08 UNIT PRICE WORK

A. General: Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for all Unit Price Work an amount equal to the product of the established unit price Bid for each Item of Unit Price Work times the estimated quantity of each Item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Bid Price. Determination of the actual quantities and classifications of Unit Price Work will be made in accordance with Division 01, and the Contract Sum will be adjusted based on the actual quantities of Work performed.

1. Each unit price on the Schedule of Bid Prices shall include an amount considered by Contractor to cover Contractor's markup for overhead and profit as defined in Paragraph 6.06.

B. Quantity Increases: Should the total quantity of any Item of Unit Price Work performed exceed the estimated quantity indicated on the Schedule of Bid Prices by more than 25 percent, the Work in excess of 125 percent of such estimated quantity will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined as follows, of the total quantity of Work performed under said Item. The actual unit cost will be determined based on the direct costs per unit less fixed costs, which will be deemed to have been recovered by Contractor with the payments made for 125 percent of the quantity indicated on the Schedule of Bid Prices, and markup for overhead and profit as provided in Paragraph 6.06.

2. When the compensation payable for the number of units of an Item of Unit Price Work performed in excess of 125 percent of the quantity as indicated on the Schedule of Bid Price is less than \$5,000 at the unit price Bid therefor, the City reserves the right to make no adjustment in said unit price if the City so elects, except that an adjustment will be made if Contractor submits a Change Order Request (COR) in accordance with the requirements of Paragraph 6.03.

3. At the City's option, payment for Unit Price Work in such excess will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08B.1 or 6.08B.2 above.

C. Quantity Decreases: Should the total quantity of any Item of Unit Price Work performed be less than 75 percent of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Contractor submits a COR in accordance with Paragraph 6.03. If Contractor

for so requests, the quantity of said Item performed will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined based on the direct costs per unit, including fixed costs described under subparagraph 6.08B.1, and markup for overhead and profit as provided in Paragraph 6.06, of the total quantity of Work performed under said Item, provided however, that in no case shall the payment for such Work be less than that which would be made at the unit price Bid therefor.

2. The payment for the total pay quantity of such Item of Unit Price Work will in no case exceed the payment which would be made for the performance of 75 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price Bid therefor.

3. At the City's option, payment for the Work involved in such deficiency will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08C.1 and 6.08C.2 above.

ARTICLE 7 - TIME

7.01 PROGRESS AND COMPLETION

A. Contractor shall commence the Work of the Contract within 5 days from the start date established in the Notice to Proceed issued by the City and shall diligently and continuously prosecute the Work to its completion.

B. No demolition, removal, or reconstruction Work at the Site shall be started until Contractor has presented evidence satisfactory to the City Representative that it can, upon commencement, prosecute the Work continuously and expeditiously, and a Notice to Proceed has been issued by the City for Work to start.

C. The continuous prosecution of the Work by Contractor shall be subject only to the delays defined in Paragraph 7.02. The start of Work shall include attendance at pre-construction conferences; joint survey and documentation of existing conditions, if required by the Contract Documents; preparation and submittal of shop drawings, equipment lists, schedule of values, progress schedule, submittal schedule, and requests for substitutions; and other similar activities.

D. The Work of this Contract shall be brought to Substantial Completion and Final Completion, as determined by the City, in the manner provided for in the Contract Documents within the limits of Contract Time set forth in Section 00 73 02, from and after the official start date established in the written Notice to Proceed.

1. Issuance of a Notice of Substantial Completion may not precede the issuance of a Temporary Certificate of Occupancy, if such Temporary Certificate of Occupancy is required by the authority having jurisdiction over the Work.

2. During the time between Substantial Completion and Final Completion, Contractor shall complete the punch list work, but Contractor shall not disrupt the City's beneficial occupancy of the Project or any public use of the Work.

3. Final Completion is a condition precedent to final payment. The City will issue final payment to Contractor acknowledging that the Project is complete and the Work is acceptable to the City.

4. The limits of Contract Time as specified in Section 00 73 02 shall not be affected by the acceptance of any of the Alternate Bid Items included in the Contract Documents provided that said Alternate Bid Items were incorporated into the Contract within the number of months after the date of the Order of Award of the Contract specified on Section 00 41 00.

5. The specified limits of Contract Time may be changed only by a Change Order. Claims for compensation because of adjustment of the limits of Contract Time shall be made in accordance with the requirements of Paragraph 13.03.

E. Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion of the Project within the specified limits of Contract Time required by the Contract Documents. Contractor shall not start the Work unless it has sufficient equipment and materials available for the Project to allow diligent and continuous prosecution of the Work.

F. Contractor shall be responsible to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its schedule and complete the Work within the specified limits of Contract Time. No additional compensation will be paid for such cooperation.

G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit operational plans to the City to demonstrate the manner in which the desired rate of progress will be regained:

1. increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;

2. increase, when permitted in writing by the City, the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment or any combination of the foregoing, sufficiently to substantially eliminate the backlog of Work;

3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities;

4. expedite delivery of materials and equipment such as by airfreight;

5. accelerate the priority of manufacture, fabrication and shipment preparation of Work on order with the Supplier should such priority lists exist as a normal course of its business; and

6. any other means deemed appropriate by the City.

H. The City may direct Contractor to take steps enumerated in subparagraph 7.01G for the convenience of the City and if Contractor is not at fault. Should the City Representative direct Contractor to take measures previously described, the City will reimburse Contractor for reasonable costs of complying.

I. Should Contractor at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient resources to prosecute the Work continuously and at the rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted progress schedule update, the City shall have the right to enter Default and terminate the Contract for cause as set forth in Paragraph 14.01.

7.02 DELAYS AND EXTENSIONS OF TIME

A. Unavoidable Delays: Pursuant to section 6.22(h)(2)(C) of the San Francisco Administrative Code and for the purposes of the Contract Documents the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Contractor that could not have been avoided by Contractor's exercising care, prudence, foresight, and diligence. Moreover, in accordance with the progress schedule requirements of Paragraph 3.09, Contractor shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor (i.e., Avoidable Delays).

1. Non-compensable Delay/Time Extension. Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay: Acts of God (as used herein, includes only

earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in Paragraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slow-downs; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Contractor from commencing or prosecuting the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's Subcontractors and Suppliers of all tiers; the prevention of Contractor from commencing or prosecuting the Work because of failure of the City to furnish the necessary materials, when required by the Contract Documents and when requested by Contractor in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.

a. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the City.

b. In addition, Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the current, City-approved progress schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized as deemed by the City to limit or eliminate the effect of the labor dispute on the Work. To the extent Contractor fails to initiate appropriate measures, it is not entitled to an extension of Contract Time. In addition, any delay impact caused by said failure on the progress schedule will be considered a Contractor-caused delay under any and all applicable provisions of the Contract Documents.

2. Compensable Delay/Time Extension. Contractor shall be entitled to a compensable time extension for an Unavoidable Delay caused solely by

(i) the failure of the City to furnish necessary rights-of-way in accordance with the schedule set forth in the Contract Documents; (ii) failure by the City to deliver materials or equipment shown in the Contract Documents to be furnished by the City in accordance with the schedule specified in the Contract Documents where such failure is not the result of any default or misconduct of Contractor; (iii) the failure of the City to perform some other contract obligation where such failure is not the result of any default or misconduct of Contractor; (iv) the suspension of the Work by the City for its own convenience or benefit where such decision is not the result of any default or misconduct of Contractor; or (v) a materially differing site condition per Paragraph 3.03, provided such City-caused Unavoidable Delay is critical, extends the most current Contract Substantial Completion Date, and is not concurrent with a Contractor-caused delay (Avoidable Delay) or other type of Unavoidable Delay as previously defined (not caused by the City). If for any reason one or more of the conditions prescribed above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining a compensable time extension. All other types of Unavoidable Delay shall not entitle Contractor to a compensable time extension. Refer to Paragraph 7.03 for more information regarding compensable delay.

3. Concurrent Delay. Contractor shall be entitled to a non-compensable time extension only in the event that a City-caused (otherwise compensable) delay is concurrent with either a Contractor-caused delay or a non-compensable Unavoidable Delay.

B. Avoidable Delays: The term Avoidable Delay shall include, but is not limited to, the following:

1. any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors or Suppliers of any tier; or

2. any delay in the prosecution of parts of the Work, which may in itself be Unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the date of Substantial Completion based on the specified limits of Contract Time; or

3. any delay caused by the untimely review by Contractor of the Contract Drawings and Specifications pursuant to subparagraph 3.01C; or

4. any delay resulting from the City responding to Contractor-generated RFIs in accordance with subparagraph 6.02B; or

5. any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the City, but does not delay the date of Substantial Completion based on the specified limit of Contract Time.

6. Contractor shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs or damages for delay, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess of extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Avoidable Delay.

C. Adverse Weather Delays:

1. Adverse weather shall not be a prima facie reason for the granting of a non-compensable time extension, and Contractor shall make every effort to continue work under prevailing conditions. Such efforts by Contractor shall include, but are not limited to, providing temporary gravel roads; installing a rain dewatering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and providing temporary heat where required for Work to proceed without delay.

2. The City may classify an adverse weather day as a non-compensable Unavoidable Delay, provided Contractor made efforts to work during adverse weather and to avoid the impacts of adverse weather to its schedule. If such an event occurs, and Contractor is prevented by adverse weather or conditions from proceeding with at least 75 percent of the scheduled labor, material and equipment resources for at least 5 hours per work day on activities shown as critical on the most current and City-approved progress schedule update, the delay will be classified as an Unavoidable Delay, and Contractor will be granted a non-compensable time extension.

3. Regardless of the type and severity of the adverse weather, Contractor shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.

4. Adverse weather shall mean rain, wind-storm, flood, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather as provided herein and which are proven by Contractor to be detrimental to the progress of the Work. Contractor shall plan the Work to allow for the following number of days of inclement weather during normal working hours:

<u>Month</u>	<u>Rain Days</u>	<u>Month</u>	<u>Rain Days</u>
January	3	July	0
February	3	August	0
March	3	September	0
April	1	October	1
May	0	November	3
June	0	December	3

a. Contractor's progress schedule shall incorporate prudent allowance for the anticipated number of days of inclement weather specified herein.

b. The Contract Time allowed for completion of Work specified in Contract Time and Liquidated Damages (Section 00 73 02) is predicated on the anticipated number of days of inclement weather specified herein.

c. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event has been exceeded.

d. In the event that there are months with less than the anticipated number of inclement weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Contractor has requested a time extension because of adverse weather.

e. In the event that there is a month with more than the anticipated number of inclement weather days specified herein, and Contractor has requested a time extension because of adverse weather, the City reserves the right to transfer unused inclement weather days from other months of the Contract Time to the month in question. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other months of the Contract Time, has been exceeded.

D. Notice of Delay:

1. Pursuant to section 6.22(h)(2).(D) of the San Francisco Administrative Code, Contractor shall notify the City in writing promptly of all anticipated delays in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay. The City may take steps to prevent the occurrence or continuance of the delay, and the City may determine to what extent Substantial Completion is delayed thereby.

2. Said notice shall constitute an application for an extension of time and payment for a compensable time extension, if applicable, only if the notice requests such time extension, specifies whether Contractor believes the time extension is compensable or non-compensable, sets forth Contractor's estimate of the additional time required together with a full recital of the causes of Unavoidable Delays relied upon, and meets all requirements for a Notice of Potential Claim as set forth in Article 13, including the requirement that such Notice be submitted to the City within 10 days of the event which the Contractor contends affected the performance of the Work.

3. The City's determination of whether an extension of time will be granted and whether the extension is compensable or non-compensable will be based on Contractor's demonstration to the City's satisfaction that such Unavoidable Delays will extend Contractor's current critical path on the current, City-approved updated progress schedule or require the formulation of a new extended critical path.

4. If Contractor does not submit a notice as set forth in subparagraph 7.02D.2, above, Contractor thereby admits the occurrence had no effect on the length of its duration of Work and no extension of time is necessary, and Contractor understands and agrees that no extension of time or adjustment of the Contract Sum will be granted by the City.

E. Extensions of Time:

1. In the event it is deemed necessary by the City to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time specified in the Contract Documents, such extensions shall in no way release any guarantees or warranties given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision.

2. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time.

3. The length of any extension of time shall be limited to the extent that the commencement, prosecution and completion of the Work are delayed by the event as determined by the City in accordance with section 6.22(h)(2)(D) of the San Francisco Administrative Code.

4. Adjustments to the Contract Sum for compensable time extensions shall be per Paragraph 7.03.

5. Extensions of time that cumulatively extend the Contract Time in excess of 10 percent of the original contract duration as specified in Section 00 73 02 shall be subject to the approval of the Mayor (or the Mayor's designee) or the Commission (or the Commission's designee), as appropriate.

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

7. Granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or to collect other damages or to pursue other rights and interests which the City is entitled.

8. Should Contractor, any subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the pro-

visions of this Paragraph 7.02, Contractor and its subcontractor or supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.

9. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision nor any other provision of the Contract Documents has for its object, directly or indirectly, the exemption of the City, the City Representative, the City's consultants, and their respective directors, officers, members, employees, and authorized representatives from responsibility of their own sole negligence, violation of law or other willful injury to the person or property of another.

7.03 ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/COMPENSABLE TIME EXTENSION

A. The Contract Sum will be adjusted for a compensable delay as specified in subparagraph 7.03C, below, if, and only if, Contractor demonstrates that it is entitled to a compensable time extension per subparagraph 7.02A.2 and timely complies with the Notice of Delay requirements of these General Conditions.

B. The provisions of this Paragraph 7.03 and subparagraph 7.02A.2 do not apply to Change Order Work paid under Paragraphs 6.06 (Cost of Change Order Work) or 6.08 (Unit Price Work), or to Force Account Work performed under Paragraph 6.07. Contractor's right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Sum (including without limitation the mark-ups specified) as set forth in Paragraphs 6.06 or 6.08 of these General Conditions. Those Paragraphs include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Change Order Work or Force Account Work.

1. The Contract Sum adjustment provisions set forth in Paragraphs 6.06 and 6.08 constitute the sole, exclusive and complete compensation that the City is obligated to pay Contractor for all costs, expenses and damages incurred by Contractor and its Subcontractors and Suppliers of all tiers associated with Change Order Work or Force Account Work.

2. If Contractor perform Change Order Work or Force Account Work during a compensable delay

period and seeks additional compensation for the compensable delay (i.e., above the markups specified in Paragraph 6.06), then the City will deduct the field and home office overhead costs paid under Paragraph 6.06 from the compensation owed under subparagraph 7.03C, below, for the same time period as follows. For field office overhead paid under Paragraph 6.06, the City will deduct 5-1/2 percent of the value of the added Work (added through Change Order or Force Account). For home office overhead paid under Paragraph 6.06, the City will deduct 5 percent of the value of added Work.

C. Field Office Overhead – Daily Rate: If Contractor meets the conditions for a compensable time extension specified in subparagraph 7.03A, above, then the City shall pay Contractor such amount as the City may find to be fair and reasonable compensation for such part of Contractor's actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:

1. Within the time and in the format specified by the City, Contractor shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance, safety and security expenses.

2. The listing of the daily field office overhead cost components described above must be based on the Contractor's actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Contractor's time-related daily field office overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new overhead rate based on the Contractor's overhead costs at the time of the subsequent delay.

3. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead costs and no profit allowance shall be allowed on the extended daily field office overhead cost.

4. The information submitted as required above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles. The City shall have the right to audit Contractor's costs under Paragraph 2.05 of these General Conditions if the City Representative considers the submitted costs to be excessive, questionable, or unsupported.

D. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a com-

pensable time extension will not be allowed unless Contractor demonstrates to the satisfaction of the City that each and every of the following conditions apply to the delay period: (i) the delay was caused by the City and meets the conditions of Paragraph 7.02A.2; (ii) such City-caused delay was of an indefinite (unknown) duration; (iii) the City-caused delay suspended most, if not all, project Work; (iv) the City caused delay resulted in a substantial disruption or decrease in the income stream from the project; (v) during the City-caused delay, Contractor was required to remain ready to resume Contract Work immediately; and (vi) Contractor was unable to secure comparable replacement work during the impacted period to replace the reduced cash flow from this project. If Contractor believes that it may be entitled to extended home office overhead, it must notify the City through the Notice of Delay process specified in subparagraph 7.02D, above. Within the time and in the format specified by the City, Contractor shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination. Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the City shall have the right to audit Contractor's submittal under Paragraph 2.05 of these General Conditions. If the City determines that extended home office overhead is available, then the City shall have the discretion to determine the methodology for calculation of the rate.

7.04 LIQUIDATED DAMAGES

A. Determination of Damages:

1. The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified limits of Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

2. Damages which the City would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of an architectural, engineering and construction management staff comprised of both City Representatives and consultants; costs of administration, inspection and supervision; and the loss suffered by the public within the City and County of San Francisco by reasons of the delay in the construction of the Project to serve the public at the earliest possible time.

B. Agreed Amount of Damages: It is understood and agreed by Contractor and City that if all the Work specified or indicated in the Contract Documents is not completed within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, actual damages will

be sustained by the City in the event of and by reason of such delay.

1. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for Substantial Completion, as such date may be modified in accordance with the Contract Documents.

2. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for completing the punch list of remedial Work and achieving Final Completion, as such date may be modified in accordance with the Contract Documents.

3. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day (or other measure) of delay beyond the number of days (or other measure) specified in Section 00 73 02 for completing the specified critical, independent milestone Work (e.g., shutdown Work), if any, as such date may be modified in accordance with the Contract Documents.

4. It is therefore agreed that Contractor shall pay such amount of liquidated damages as specified in Section 00 73 02, and in case such amount is not paid, Contractor agrees that the City may deduct the amount therefor from any money due or that may become due Contractor under the Contract.

C. Payment of Damages:

1. Should Contractor become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments as provided in Paragraph 9.06 which would otherwise be due or become due Contractor until the liability of Contractor has finally been determined.

2. The City shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such retained percentages shall be paid to Contractor only after discharge in full of all liability incurred by Contractor.

3. If the retained percentage is not sufficient to discharge all such liabilities of Contractor, Contractor and its sureties shall continue to remain liable to the City until all such liabilities are satisfied in full.

4. Should the retention of moneys due or to become due to Contractor be insufficient to cover

such damages, Contractor shall pay forthwith the remainder to the City.

ARTICLE 8 - INSPECTION AND CORRECTION OF WORK

8.01 UNCOVERING OF WORK

A. No Work or portion of Work shall be covered until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.

B. If any part of the Work is covered contrary to the request or direction of the City Representative or other public authority having jurisdiction, or contrary to the requirements of the Contract Documents, Contractor must, upon written request, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently cover the Work in accordance with the requirements of the Contract Documents without adjustment to the Contract Time or Contract Sum. The provisions and obligations set forth in this subparagraph shall apply even if the City or other public authorities having jurisdiction ultimately determine (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

C. Should the City or other public authorities having jurisdiction wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with subparagraph 8.01A, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City or other public authorities having jurisdiction did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City or other public authorities having jurisdiction determine that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City or other public authority having jurisdiction determine that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

8.02 TESTS AND INSPECTIONS

A. All testing and inspection of the Work required by the Contract Documents (other than special in-

spections as set forth in subparagraph 8.02B below) shall be arranged and paid for by Contractor through an independent testing laboratory, unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction.

B. Special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or other agency having jurisdiction shall be performed at the City's expense. Contractor shall give the City Representative, the City's independent testing laboratory, special inspectors, and representatives from other authorities having jurisdiction a minimum of 10 working days notice, excluding weekends and City holidays, of when and where such special inspections are required so the City may arrange for the appropriate City representatives and inspectors, and representatives from other public authorities having jurisdiction, to be present to perform the necessary inspections or tests.

1. The City reserves the right to modify the scope of, or to reassign, any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing agency or consultant retained by the City in connection with the Work.

C. If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in subparagraph 8.02A, the City will order the performance of such services by qualified independent testing agencies, or consultants as may reasonably be required. The City shall bear such costs except as otherwise provided in subparagraph 8.02D.

D. If such testing, inspection or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Contractor shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the City's additional testing and inspection services and expenses.

1. If the City's observation of any inspection or testing undertaken pursuant to this Paragraph 8.02 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the City will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.

2. Contractor shall bear all costs thereof, including reimbursement to the City for the City's additional testing and inspection services if any are required, made necessary thereby. However, neither

the City's authority to act under Paragraph 8.02 nor any decision made by the City Representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the City to Contractor, any subcontractor, or any of their agents or employees, or any other person performing any of the Work.

E. Neither observation by the City nor inspections, tests, or approvals by the City's inspectors or testing agencies and consultants, or by other public authorities having jurisdiction, shall relieve Contractor from Contractor's obligation to perform and provide quality control services to assure that the Work conforms to the requirements of the Contract Documents.

F. Failure or neglect on the part of the City or any of its authorized agents or representatives to condemn or reject Non-conforming Work or defective materials shall not be construed:

1. to imply acceptance of such Non-conforming Work or materials; or

2. as barring the City at any subsequent time from the recovery of money needed to build anew all portions of such Non-conforming Work; or

3. to relieve Contractor from the responsibility of correcting Non-conforming Work or materials.

G. Unless otherwise required by the Contract Documents, required certificates of testing, inspection or approval shall be secured by Contractor and furnished to the City in accordance with the Specifications.

H. Contractor shall provide promptly all facilities, labor, equipment, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the City. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

1. The City reserves the right to charge to Contractor any additional cost of inspection, including travel, transportation, lodging, etc., or test when the Work, material or workmanship is not ready for testing or inspection at the specified time.

8.03 CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD

A. Contractor shall (i) correct Non-conforming Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to the City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Non-conforming Work or correction of Non-conforming Work. Contractor shall promptly commence such correction, replacement, repair, or

restoration upon notice from the City Representative, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all damages resulting from such Non-conforming Work, including without limitation additional testing, inspection, and compensation for City Representative's services and expenses (including the City's expenses at the labor rates included in the contracts between the City and the City's testing and inspection services).

B. The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the General Requirements or other Contract Documents or prescribed by applicable laws and regulations, commencing as follows:

1. For any Work not described as incomplete in the Punch List / Final Completion, on the date of Substantial Completion.
2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion per Paragraph 9.07 (Partial Utilization), as established in a Notice of Partial Utilization.
3. For all Work other than B.1 and B.2, above, from the date of Final Completion.

C. The requirement to correct Non-conforming Work shall continue until one year after the date of correction of repaired or replaced items, or such longer period as may be specified in the Contract Documents or mutually agreed to by Contractor and City.

D. If Contractor fails to commence correction of Non-conforming Work or fails to diligently prosecute such correction within 10 working days of the date of written notification from the City, the City may correct the Non-conforming Work in accordance with Paragraph 2.04 or may remove it and store the salvageable materials or equipment at Contractor's expense. If Contractor does not pay the costs of such removal and storage within 5 working days after written notice, the City may sell, auction, or discard such materials and equipment. The City will credit Contractor's account for the excess proceeds of such sale, if any. The City will deduct from Contractor's account the costs of damages to the Work, rectifying the Non-conforming Work, removing and storing such salvageable materials and equipment, and discarding the materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Contractor shall reimburse the City.

E. If immediate correction of Non-conforming Work is required for life safety or the protection of property and is performed by City or a separate contractor, Contractor shall pay to the City all reasonable

costs of correcting such Non-conforming Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Non-conforming Work or the correction of such Non-conforming Work.

F. This requirement to correct Non-conforming Work and all similar requirements applicable to equipment of subcontractors of any tier or suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the City without necessity of separate transfer or assignment thereof.

G. Contractor's obligations under this Paragraph 8.03 are in addition to and not in limitation of its warranty obligations under Paragraph 3.17 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Non-conforming Work. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of correction periods for Non-conforming Work relate only to the specific obligations of Contractor to correct the Work and in no way limits either Contractor's liability for Non-conforming Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

8.04 ACCEPTANCE OF NON-CONFORMING WORK

A. If, in the sole and unfettered judgment of the City, it is undesirable or impractical to repair or replace any Non-conforming Work, the City may accept such Non-conforming Work in exchange for a reduction in the Contract Sum by such amount as the City or its authorized representatives deem equitable, or Contractor shall rebate moneys previously paid by the City.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.01 CONTRACT SUM

A. Payment to Contractor at the Contract Sum shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work; for performing and completing all Work in accordance with the requirements of the Contract Documents; and for all expenses incurred by Contractor for any purpose incidental to performing and completing the Work.

B. Whenever the Contract Documents specify that Contractor is to perform Work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that such Work is to be performed or such materials furnished without extra charge, allowance or direct payment of any sort, and that the cost of performing such Work or furnishing such materials is included in Contractor's Total Bid Price.

9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK

A. Within 30 days after receipt of the Notice to Proceed, or as otherwise specified in Division 01, Contractor shall submit a detailed cost breakdown of each of the lump sum Items in the Schedule of Bid Prices, including Alternate Bid Items selected by the City, coordinated with the progress schedule. This breakdown shall be referred to as the schedule of values and shall serve as the basis for progress payments for lump sum Items. No progress payments will be made on account of lump sum Items until the City has reviewed and accepted Contractor's schedule of values.

1. The specific format, detail and submittal requirements for the schedule of values shall be as specified in Division 01 or as directed by the City to facilitate and clarify progress payments to Contractor for completed Work.

2. The sum of the individual costs listed in the schedule of values for each lump sum Item shall equal the lump sum price Bid therefor under the Bid Item named in Section 00 41 00.

3. Unless otherwise provided in the Contract Documents, Contractor's overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Contractor's Total Bid Price.

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

C. Upon concurrence by the City, a written formal approval of Contractor's schedule of values will be issued. If the City later determines that the schedule of values is insufficient or incorrect, an adjustment shall be made as specified in subparagraph 9.02B.

9.03 PROGRESS PAYMENTS

A. Subject to the conditions set forth in these General Conditions, and to the authorization of the City or the authorized representatives of the City, payment shall be made upon demand of Contractor and pursuant to the Contract Documents as follows.

B. On the 25th day of each month, Contractor shall submit to the City for review an Application for Payment, on a form approved by the City and signed by Contractor, covering the Work completed by Contractor as of the date of the Application and accompanied by such supporting documentation as specified in Division 01.

1. The monthly value of lump sum Work shall be estimated by Contractor pursuant to the schedule of values prepared in accordance with Paragraph 9.02. Contractor's estimates need not be based on strict measurements but shall consist of good-faith approximations and shall be proportional to the total amount, considering payments previously made, that becomes due for such Work satisfactorily completed in accordance with the requirements of the Contract Documents.

2. Progress payments on account of Unit Price Work shall be based on the number of units of Work satisfactorily completed as determined by the City and the unit prices Bid by Contractor, adjusted as specified in Paragraph 6.08 for the actual quantities of Work performed.

3. Progress payments on account of allowances named in Section 00 41 00 shall be made for such sums as may be acceptable to the City. Prior to final payment, an appropriate Change Order will be issued as directed by the City Representative to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Sum will be adjusted accordingly.

C. The Application for Payment shall identify the amount of Contractor's total earnings to date.

D. Monthly progress payment amounts to Contractor shall be based upon completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in subparagraph 9.10, no allowance will be made for materials or equipment not incorporated into the Work.

E. Monthly Applications for Payment shall be based on information developed at monthly progress meetings and shall be prepared by Contractor as specified in Division 01. Submission of approved monthly progress schedule updates for same period as the Application for Payment shall be a condition precedent to making progress payment Applications. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.

F. In addition to other requirements specified in Division 1, consistent with Executive Directive 12-01, Contractor shall include its Subcontractors' acceptable invoices with the Monthly Application for Payment that it submits no later than 30 days after receipt of such invoices from its Subcontractors.

G. As soon as practical after estimating the progress of the Work, the City will pay to Contractor in a manner provided by law an amount based upon Contract prices, of labor and materials incorporated in the Work at the Site until midnight of the 25th day of the current month, less the aggregate of the amount of previous payments. Payments, however, may be withheld at any time that the Work, in the City's estimation, is not proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.06.

1. The City shall endeavor to make progress payments for undisputed amounts within 15 business days, but no later than 45 business days, of receiving a payment request and the required documentation including, without limitation, certified payrolls, and Contract Monitoring Division program participation forms. In no event shall the City become liable for interest or other charges for late payment except as set forth in San Francisco Administrative Code section 6.22(j)(7).

H. No inaccuracy or error in said monthly estimates shall operate to release Contractor or its sureties from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the City shall have the right to correct any error made in any estimate for payment.

I. In accordance with the provisions of section 22300 of the California Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld by the City to ensure performance under the Contract under the following conditions:

1. At the request and expense of Contractor, securities listed in section 16430 of the California Government Code, bank or savings and loan certificate of deposits, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the City and Contractor which are equivalent to the amount withheld under the retention provisions of the Contract Documents shall be deposited with the City Controller who shall then pay such moneys to Contractor. Upon satisfactory completion of the Project and all Work under the Contract, the securities shall be returned to Contractor.

2. Contractor shall be the beneficial owner of the securities substituted for moneys withheld and shall receive any interest thereon.

3. Contractor shall enter into an escrow agreement with the City Controller according to Section 00 63 30, Escrow Agreement for Security Deposits in Lieu of Retention, specifying the amount of

securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract.

J. The granting of any progress payment, or the receipt thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way lessen the liability of Contractor to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made.

K. It is mutually understood and agreed that the City may withhold from any payment otherwise due Contractor such amounts as may be necessary to protect the City to ensure completion of the Project pursuant to the requirements of this Contract. The failure or refusal of the City to withhold any moneys from Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

1. If any payment or portion of payment is withheld by the City, Contractor will be notified in writing of the cause(s) of such action.

L. Only Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City shall be included on the payment authorization, and only that portion of the Change Order Work actually performed shall be submitted for payment. Contractor shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.

M. Submission of Electronic Certified Payrolls. No monthly progress payments will be processed until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and materials incorporated into the Work.

N. No monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

O. Effective January 1, 2016, no monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

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

tor and Supplier will be assigned a log-on identification and password to access the PRS.

2. Contractor shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.

3. Use of the PRS may require Contractor, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

4. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.

5. Contractor shall comply with the requirements of subparagraphs 9.03M, N and O at no additional cost to the City.

6. The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

P. Contractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.22(q) of the Administrative Code, Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a Subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the Subcontractor directly the penalty specified in Section 6.22(q).

9.04 RETENTION

A. As required by and in conformance with the procedures set forth in section 6.22(j) of the Administrative Code, the City shall hold five (5) percent in retention from each progress payment.

B. When the City determines that the Work is 98 percent or more complete, the City may reduce retention funds to an amount equal to 200 percent of the estimated value of work yet to be completed, plus any amounts necessary to cover offsets by the City for liquidated damages, defective Work, stop notices, forfeitures, and other charges.

C. The City shall release the balance of retention only upon the following conditions: (i) the Contractor has reached Final Completion as provided in Paragraph 9.09, below, and (ii) the Contract is free of offsets by the City for liquidated damages and defective work and is free of stop notices, forfeitures, and other charges.

D. The Contractor may apply for early release of retention for Work performed by (1) any subcontractor certified by the City as an LBE or (2) any subcontractor under a Contract with a construction duration of more than two years. The Contractor shall make such application in writing and shall certify the following:

1. That the Work by the subcontractor is completed and satisfactory in accordance with the Contract Documents;

2. The total amount paid to the subcontractor by Contractor as of the date of the written request; and

3. The amount of retention associated with the Work performed by the subcontractor.

4. Contractor acknowledges and agrees that the release of retention under this subparagraph shall not reduce the responsibilities or liabilities of the Contractor or its surety(ies) under the Contract or applicable law.

9.05 PAYMENT AUTHORIZATION

A. The City will, after receipt of Contractor's Application for Payment, approve such amount as the City determines is properly due.

B. Payment will be issued by the City based on the City's determination that the Work has progressed satisfactorily to the point stated in the application for payment. Payment will not be a representation that the City has:

1. inspected the Work exhaustively to check that the quality or quantity are in conformance to the requirements of the Contract Documents; or

2. reviewed Contractor's means, methods, techniques, sequences or procedures of construction; or

3. ascertained how or for what purpose Contractor has used money paid, or determined that title to any of the Work, materials, or equipment has passed to the City free and clear of any liens.

9.06 WITHHOLDING PAYMENT

A. The City may decide not to authorize payment, in whole or in part, to the extent reasonably necessary to protect itself, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure,

if, in the City's judgment, the determination required by subparagraph 9.05B cannot be made. If the City does not authorize payment in the amount of the application, the City will notify Contractor of the reasons for withholding payment. The City may also decline to authorize payment based on subsequently discovered evidence, and the City may nullify the whole or a part of a payment previously issued, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure, for one or more of the following reasons:

1. The City determines the existence of Non-conforming Work or completed Work that has been damaged, requiring correction or replacement.
2. Third party claims have been filed, or there is reasonable evidence indicating probable filing of such claims.
3. The City determines that the Work cannot be completed for the unpaid balance of the Contract Sum.
4. The Contract Sum has been reduced by Change Orders.
5. Damage has occurred to the City or another contractor.
6. The City determines that the Work will not be completed within the Contract Time and that the current unpaid balance and retention will not be adequate to cover actual or liquidated damages for the anticipated delay.
7. The City determines that Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, any of the causes enumerated under subparagraph 14.01A).
8. The City determines that Contractor fails to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.
9. The City determines that Contractor fails to comply with any other requirements of the Contract Documents.

9.07 PARTIAL UTILIZATION

A. Whenever the Work, or any part thereof, is in a condition suitable for use in the opinion of the City, and the best interest of the City requires such use, the City may make a written request for Contractor to permit the City to take possession of and use the Work, or a part thereof, at no additional cost to the City. When so used, maintenance and repair due to ordinary wear and tear caused by the City will be made at the City's expense. The use by the City of the Work or part thereof shall in no case be construed as constituting completion or acceptance of Non-conforming Work. Unless otherwise provided elsewhere in the Contract Documents, such use shall

neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.

B. Such Partial Utilization may commence at any time as determined by the City, except that the insurers providing property insurance shall have acknowledged notice thereof and in writing effected any changes in insurance coverage necessitated thereby.

C. If, in response to the City's written request(s) to take possession of and use part of the Work, Contractor believes that a specified part of the Work is Substantially Complete and ready for Partial Utilization, Contractor shall notify the City in writing and request a joint inspection of that part of the Work per the procedures described in Paragraph 9.08. When the City determines that the Work is ready for Partial Utilization, the City will issue a Notice of Partial Utilization, which shall establish the Partial Utilization date. The City will also issue a Punch List for the Work identifying deficient items to be corrected by Contractor prior to Final Completion.

D. Partial utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

E. Contractor shall perform final cleaning of such partially utilized Work as specified in the Division 01 when directed to do so by the City.

F. The Guarantee to Repair Period, as defined in Paragraph 8.03, will commence upon the date specified in the Notice of Partial Utilization except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which the City has not taken Partial Utilization or issued a Notice of Partial Utilization shall not commence until the City has taken Partial Utilization for that portion of the Work or has issued a Notice of Substantial Completion for the entire project.

G. Except as provided in this Paragraph 9.07, there shall be no additional cost to the City due to Partial Utilization.

9.08 SUBSTANTIAL COMPLETION

A. Contractor shall notify the City in writing when Contractor considers that the Work is Substantially Complete and request that the City inspect the Work and prepare a Notice of Substantial Completion. Attached to Contractor's request for a Substantial Completion inspection shall be a preliminary list of items to be completed or corrected before Final Completion.

B. Within 14 working days from receipt of Contractor's written notification, the City will make an inspection to determine whether the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will provide Contractor with a Punch List / Substantial Completion that

lists all Items that shall be corrected or completed before the City considers the Work Substantially Complete.

C. Once Contractor has completed all items on the Punch List / Substantial Completion, Contractor shall request a second inspection by the City to verify that the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will follow the same procedure as for the first inspection as described in subparagraph 9.08B. Contractor shall reimburse the City for costs incurred by the City and its consultants related to all additional inspections necessary to achieve Substantial Completion.

D. As a condition precedent to Substantial Completion, Contractor shall obtain a temporary certificate of occupancy from the City's Department of Building Inspection or other equivalent agency having jurisdiction over the Work in the event that such temporary occupancy permit or equivalent permit is necessary for the City to utilize the Work for the purposes for which it is intended.

E. When the City determines that the Work is Substantially Complete, the City will issue a Notice of Substantial Completion, which shall establish the Substantial Completion date.

F. At the time of delivery of the Notice of Substantial Completion, the City will deliver to Contractor (i) a Punch List / Final Completion identifying deficient items to be corrected by Contractor prior to Final Completion; and (ii) a written determination as to the division of responsibilities regarding close-out requirements including, but not limited to, security, operation, safety, maintenance, heat, utilities, insurance and warranties.

9.09 FINAL COMPLETION AND FINAL PAYMENT

A. When Contractor considers all Work complete, including all items of Work on the Punch List / Final Completion and all closeout requirements, Contractor shall notify the City in writing and request that the City issue a certificate of acceptance.

B. Within 5 working days of receipt of Contractor's written notice, the City will verify whether all Punch List / Final Completion items are completed. If the City finds that any of the Punch List / Final Completion items are not complete, the City will notify Contractor in writing. Contractor shall promptly take actions necessary to complete such Punch List / Final Completion items.

C. Once Contractor considers all deficient Punch List / Final Completion items complete, Contractor shall notify the City in writing and request a second inspection. If the City finds the Punch List / Final Completion items are still not complete, Contractor shall be responsible for all costs for conducting such

additional inspections incurred by the City and its consultants before Final Completion. The cost of such inspections shall not be considered a delay cost and shall be charged in addition to any liquidated damages which may become due as a result of Contractor's failure to achieve Final Completion within the time prescribed in Section 00 73 02. All such costs of the City and its consultants shall be deducted from amounts which are due or become due to Contractor.

D. While deficient Punch List / Final Completion Work is outstanding, the City may, at its option, pay Contractor any earned Contract funds, including retention, subject to offset for the following: (i) funds subject to a certification of forfeiture by the Office of Labor Standards Enforcement and/or stop notice claims and/or funds to be withheld as otherwise required by law or court order; (ii) an amount not to exceed 200 percent of the total estimated cost of labor and materials to correct any Non-conforming, unacceptable, or incomplete Work; and (iii) amounts assessed for liquidated damages.

E. After Contractor has completed to the satisfaction of the City all Punch List / Final Completion items and close-out requirements in accordance with the Contract Documents, the City will issue a written certificate of acceptance as required by section 6.22(k) of the San Francisco Administrative Code stating that the Work is acceptable, and Contractor may submit the final application for payment.

F. Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the City, execute and deliver at the time of final payment, as a condition precedent to final payment, a release in the form specified in Division 01 and containing such exemptions as may be found appropriate by the City, discharging the City and the City's consultants, and their directors, officers, members, employees, agents and authorized representatives of all liabilities, obligations and Claims arising under this Contract.

9.10 PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE

A. Long Lead Items Not Delivered to Contractor. In general, the City will not make payments for undelivered equipment or materials. Notwithstanding that general rule, the Contract Documents may, in limited circumstances, authorize partial payment for undelivered equipment or materials which require lengthy fabrication periods. Payment will be made accordingly to and limited to the specific authorization and process set forth in the Agreement (Section 00 52 00). The City will not make partial payment for undelivered Items unless the Agreement specifically authorizes such payment.

B. Items Delivered and Stored On or Off the Site. In general, the City will not make partial payment to

Contractor for material or equipment procured by Contractor but stored on or off the Site and not incorporated into the Project. Notwithstanding that general rule, the following exception applies in limited circumstances:

1. The City will, upon written request by Contractor, make partial payment for material or equipment procured by Contractor and not incorporated into the Project subject to the following conditions:

a. Partial payment will not be made for any materials or equipment unless each individual piece of the material or equipment will become a permanent part of the Work, the materials and/or equipment are required by the Contract Documents, and the materials and/or equipment are specially manufactured for the Project and could not readily be used for or diverted to another job.

b. No partial payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.

c. Applicable materials and/or equipment are either stored on the Site or at an off-Site location approved in advance and in writing by the City and in compliance with the requirements set forth in this subparagraph.

d. Partial payment for materials or equipment stored off the Site shall be limited to the lesser of 75 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Partial payment for materials or equipment stored on the Site shall be limited to the lesser of 95 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Contractor shall provide all documentation necessary to establish the cost of the materials or equipment. The City will be the sole judge of installation costs. The actual percentage paid (subject to the 75% or 95% limit, as applicable) shall be at the discretion of the City.

e. The General Requirements may set forth additional conditions applicable to partial payment for materials and equipment.

2. The City will not approve a request for partial payment for material or equipment not incorporated into the Project unless Contractor complies with each of the applicable requirements set forth below. No partial payment will be made until Contractor submits sufficient and satisfactory documentation to the City as required below.

a. Contractor shall submit to the City Representative proof of off-Site material or equipment purchases, including bills of sale, invoices, unconditional releases and/or other documentation as requested by the City warranting that Contractor has received the material or equipment free and clear of

all liens, charges, security interests, and encumbrances.

b. Contractor shall submit to the City Representative proof that title to stored Items vested in the City at time of delivery to the Site or off-Site warehouse. Contractor shall be responsible for all costs associated with storage of the Items.

c. Contractor shall obtain a negotiable warehouse receipt, endorsed over to the City, for Items stored in an off-Site warehouse, and shall submit such receipt to the City Representative.

d. Contractor shall store the materials and/or equipment in a bonded warehouse or facility approved by the City Representative. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY AND COUNTY OF SAN FRANCISCO". Contractor shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. Contractor shall inspect the materials and equipment, and shall submit regular reports to the City Representative as specified in the General Requirements, listing all of the equipment stored, results of its inspection, and the maintenance performed.

e. Contractor, at no additional cost to the City, shall insure stored material and/or equipment against theft, fire, loss, vandalism, and malicious mischief, and shall deliver the policy or certificate of such insurance to the City Representative naming the City as additional insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is provided to the City. The insurance shall cover the material or equipment while stored at the approved location, while in transit to the Site, while being off-loaded at the Site and until the material or equipment is incorporated into the Work and the Work is accepted by the City.

f. Contractor shall submit to the City Representative written consent from Contractor's sureties approving the partial payment for Items stored on or off Site. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.

g. Stored material or equipment shall be available for inspection by the City at all times. Contractor shall, upon request, assist the City Representative in conducting a full view, piece-by-piece, inventory or all such material or equipment.

h. Contractor shall protect stored material and equipment from damage. Damaged material and/or equipment, even though paid for, shall not be incorporated into the Work. In the event of loss or

damage to paid material and/or equipment, Contractor shall be responsible for replacing such lost or damaged material and/or equipment at its own cost and shall be responsible for all delays incurred to the Project as a result of such loss or damage. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to replace lost or damaged material and/or equipment at its own cost.

i. Contractor shall deliver stored material and equipment to the Site. After delivery, if any inherent or acquired defects are discovered in such material and/or equipment, Contractor shall remove and replace any defective Items with suitable Items at no additional cost to the City. Contractor shall be responsible for all delays incurred to the Project resulting from the removal and replacement of defective material and/or equipment. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to remove and replace defective Items.

3. Nothing in this Paragraph 9.10 shall relieve Contractor of its responsibility for incorporating material and equipment into the Work that conform to the requirements of the Contract Documents.

4. Contractor shall absorb any and all costs incurred to meet the requirements of this Paragraph 9.10 without modification to the Contract Sum.

ARTICLE 10 - INSURANCE AND BONDS

10.01 INSURANCE REQUIREMENTS

A. Contractor shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Section 00 73 16.

10.02 PERFORMANCE BOND AND PAYMENT BOND

A. At the time of execution of the Contract, Contractor shall file with the City the following bonds using the form provided in Section 00 61 13:

1. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the faithful performance of the Contract ("Performance Bond"); and

2. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond").

B. Said Performance Bond shall cover all corrective Work required during the Guarantee to Repair

Period, all warranty and maintenance Work required by the Contract Documents, and any and all Work required to correct latent defects.

C. Corporate sureties issuing these bonds and Bid bonds as specified in Section 00 21 13 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have either a current A.M. Best Rating not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall be satisfactory to the City.

ARTICLE 11 - LABOR STANDARDS

11.01 PREVAILING WAGES

A. It is hereby understood and agreed that all provisions of section 1770, et seq., of the California Labor Code are required to be incorporated into every contract for any public work or improvement and are provisions of this Contract.

B. It is hereby understood and agreed that all provisions of sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code are incorporated as provisions of the Contract Documents including, but not limited to, the following:

1. Contractor shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

2. Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of any Work or labor on the Work, a provision that said Subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

3. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing labor in or about the Work. Such records shall include the name, address and social security number of each worker who provided labor, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available

for inspection of and examination by the City and its authorized representatives and the California Department of Industrial Relations.

4. Should Contractor, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fail or neglect to pay to the persons who shall perform labor under this Contract, subcontract or other arrangement for the Work, the highest general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any Subcontractor so failing or neglecting to pay said wage, Contractor and the Subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code Section 1775, but not less than \$50 per worker per day.

5. No person performing labor or rendering service in the performance of the Contract or a subcontract for the Work herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any Subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code section 1775, but not less than \$50 per worker per day.

C. The most current highest prevailing wage rate determinations made at the time of the advertisement for Bids are hereby incorporated as part of the Contract Documents. No adjustments in the Contract Sum will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

1. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

2. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

D. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement.

E. Contractor shall post job site notices prescribed by the California Department of Industrial

Relations at all job sites where Work is to be performed.

11.02 PAYROLLS

A. Certification of Payroll Records: Contractor shall comply with the requirements of section 1776 of the California Labor Code, or as amended from time to time, regarding the preparation, keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

1. The payroll records shall be certified under penalty of perjury and shall be submitted electronically to the City and, where required, to the California Department of Industrial Relations, as set forth in Paragraph 9.03M, N and O. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.

b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.

c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.

d. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.

2. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code section 1776(e), as that section may be amended from time to time.

3. Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

4. In the event that Contractor receives a written notification of noncompliance with section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Administrative Code section 6.22(e) and (f) and/or Labor Code section 1776. Upon the request of the Division of Appren-

ticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum.

5. Contractor is solely responsible for compliance with section 1776. The City shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

11.03 APPRENTICES

A. Contractor and its Subcontractors of every tier shall, as a material term of the Contract, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4 [commencing at section 3070], and section 1777.5) and San Francisco Administrative Code, section 6.22(n). Contractor shall be solely responsible for securing compliance with section 1777.5 for all apprenticeable occupations.

1. Contractor shall comply with all requests by the City to provide proof that Contractor and all of its Subcontractors at every tier are in compliance with the State Apprenticeship Program.

2. Contractor shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.

3. Section 1777.5 does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

B. Should Contractor fail to comply with the apprenticeship requirements of section 1777.5, Contractor shall be subject to the penalties prescribed in section 1777.7 of the California Labor Code. The interpretation and enforcement of section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

C. Contractor, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

11.04 LABOR STANDARDS ENFORCEMENT

A. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations

("DIR") and the San Francisco Office of Labor Standards Enforcement.

B. In accordance with Administrative Code section 6.22(e) and section 6.24 and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:

1. Contractor will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

2. Contractor agrees that the DIR and the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.

3. Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.

4. Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed.

5. The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

C. Under California Public Contract Code section 6109, Contractor or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.

1. Any contract for the Project entered into between Contractor and a debarred subcontractor is void as a matter of law.

2. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred subcontractor by Contractor.

3. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project.

ARTICLE 12 - SAFETY

12.01 PRECAUTIONS AND PROGRAMS

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall be solely responsible for any and all fines, penalties or damages which result from Contractor's failure to comply with applicable health and safety laws and regulations during performance of the Work.

B. Contractor shall designate in writing a responsible competent person of Contractor's organization at the Site as Project safety representative whose principal duties shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs in accordance with the requirements of applicable laws and regulations. This person shall be available 24 hours a day, 7 days a week by telephone or other approved means.

C. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents. Contractor and its Subcontractors shall comply with all federal, state and local statutes and regulations on training, handling, storage, public notification and disposal of hazardous materials and hazardous wastes. In the event that Contractor or its Subcontractors introduces and/or discharges, spills or releases a hazardous material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a hazardous material identified in the Contract Documents or Reference Documents, the Contractor shall immediately notify the City Representative and any required agencies of the spill, release or discharge and Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Contractor's expense or by Contractor, through a qualified remediation Subcontractor, at Contractor's expense. Under no circumstance shall the Contractor perform remediation Work for which it is not qualified.

D. Should Contractor or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not show in the Contract Documents or Reference Documents, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract Documents or Reference Documents, if deemed necessary by the City, will be performed as directed by the City at the City's expense. In the event that Contractor is delayed in the completion of the Contract Work solely because of

such hazardous materials or conditions not previously identified in the Contract Documents or Reference Documents, the Contractor shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.

12.02 PERSONS AND PROPERTY

A. Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to the following:

1. all persons on the Site or others who may be affected by the Work;

2. the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not indicated to be removed, relocated or replaced on the Contract Documents.

B. Contractor shall give notices pursuant to California Civil Code section 832 and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. Contractor shall notify owners of adjacent property, underground facilities and utilities, such as PG&E, AT&T, Municipal Railway, Hetch Hetchy Water and Power, and the San Francisco Public Utilities Commission, of Contractor's operations a reasonable time in advance thereof so as to permit the owners to make suitable markings on the street surface of the locations of such facilities. After such markings have been satisfactorily made, Contractor shall maintain them as long as necessary for the proper conduct of the Work.

D. Contractor shall not hinder or interfere with an owner or agency having underground facilities and utilities when removing, relocating, or otherwise protecting such facilities.

E. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, such as posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying owners and users of adjacent sites, underground facilities and utilities of Contractor's operations.

F. Contractor shall perform all Work in such manner as to avoid damage to existing underground facilities and other utilities in the process of their removal or adjustment and to avoid damage to such facilities lying outside of or below a required excavation or trench area which are intended to remain in place.

G. Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable laws and regulations.

H. In the event of damage or loss to property referred to in the previous subparagraphs, whether caused by Contractor, its Subcontractors or Lower-Tier Subcontractors, Contractor shall promptly remedy such damage or loss, except such damage or loss attributable to the sole negligent acts or omissions of the City. The foregoing obligations of Contractor are in addition to Contractor's obligations under Paragraph 3.19 of these General Conditions.

I. Pursuant to section 6705 of the California Labor Code, excavation for trenches 5 feet or more in depth shall not begin until Contractor has received acceptance from the City of Contractor's detailed plan for worker protection from the hazards of caving ground during excavation of such trenches. Contractor's shoring plan shall be submitted in accordance with the requirements of the Specifications and shall show the details and supporting calculations of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No plan shall allow the use of shoring, sloping or other protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If Contractor's shoring plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and sealed by an engineer retained by Contractor who is registered as a civil or structural engineer in the State of California. The City's acceptance of Contractor's shoring plan shall not be construed to relieve Contractor of its sole responsibility for damage or injuries related to the excavation resulting from unsafe shoring.

J. Contractor shall be responsible for each operation and all Work, both permanent and temporary. Contractor shall protect its Work and materials and fully or partially completed work of the City or separate contractors from damage due to construction operations, the action of the elements, the carelessness of its subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, Contractor shall make the whole Work affected good to the satisfaction of the City and without expense to the City.

12.03 SAFETY PERMITS

A. A California industrial safety permit shall be obtained and paid for by Contractor if the following occurs:

1. the construction of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or

2. the demolition of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or

3. the excavation of a trench 5 feet deep or deeper into which a person must descend.

B. Contractor shall obtain and pay for all other required safety permits.

12.04 EMERGENCIES

A. In emergencies affecting the safety or protection of persons or property at the Site, Contractor shall act promptly to prevent threatened damage, injury or loss. Contractor shall give prompt written notice to the City if Contractor believes that, due to the nature of the emergency or circumstances related thereto, any significant changes in the Work or variations in the Contract Documents have been caused thereby or are required as a result thereof. If the City determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order or Unilateral Change Order will be issued as provided in Article 6.

ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS

13.01 CLAIMS GENERALLY

A. The City and Contractor acknowledge and agree that early identification and resolution of potential claims or disputes benefits all parties and advances the success of the Project.

B. The notice requirements and procedures set forth under this Article 13 are necessary for the City to address potential claims and disputes. Having knowledge of potential claims prior to the Contractor performing disputed Work and having documentation from the Contractor concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.

C. Compliance with the Notice of Potential Claim, and Contract Claim submission procedures prescribed in this Article are condition precedents to the right to file a Government Code Claim under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10. As set forth in subparagraph 13.05, Contractor's submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Contractor's compliance with the Government Code

Claim requirements until the Contract Claim process is finally completed. Refer to subparagraph 13.05, below. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 13.01(D), below. Disputed issues not timely raised and properly documented in conformance with this Article shall be deemed waived by the Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Contractor waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Contract Claim submission requirements.

D. The Contract Claim procedures specified in this Article 13 do not apply to the following: (1) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (2) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury of death; (3) claims by the City; or (4) claims respecting stop notices.

E. The requirements of this Article 13 shall survive expiration or termination of this Contract.

13.02 NOTICE OF POTENTIAL CLAIM

A. If, during the course of the Project, the Contractor seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liquidated damages, Proposed Change Orders, Unilateral Change Order, denial of Change Order Requests, payment, nonpayment, termination for cause, termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then the Contractor must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.

B. Contractor must submit a Notice of Potential Claim to the City within 7 days of the event, activity, occurrence, or other cause giving rise to the potential Claim.

C. A Notice of Potential Claim shall describe the nature and circumstances of the potential claim event, set forth the reason(s) for which Contractor believes additional compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Contractor believes it

may be entitled. Notices of Potential Claims submitted per Paragraph 3.03 (Unforeseen or Differing Conditions) must also identify the Escrow Bid Documents that formed the basis of Contractor's Bid to perform the Work affected by the alleged unforeseen or differing condition.

D. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Contractor to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.

E. The requirements of subparagraph 13.02A, above, apply regardless of whether or not the disputed issue underlying a potential claim event has been or will be submitted to an issue resolution/escalation ladder, Dispute Review Board or similar dispute resolution process that may be required by the Contract Documents.

13.03 CONTRACT CLAIM

A. General Contract Claim Requirements. If the disputed issue(s) underlying a Notice of Potential Claim remains unresolved after 45 days from the submittal of a Notice of Potential Claim, and Contractor wishes to pursue the disputed issue(s), Contractor must submit a Contract Claim that provides a complete and final justification for additional compensation and time adjustments. Contractor must submit a Contract Claim to the City within 45 days of submitting the Notice of Potential Claim. The Contract Claim shall be the Contractor's sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article shall constitute a waiver by the Contractor as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.

1. The time requirement for submitting a Contract Claim set forth in subparagraph 13.03A, above, shall be extended in accordance with the applicable Contract Documents if the Contract Documents require the establishment of an issue resolution/escalation ladder, Dispute Review Board or similar supplemental dispute resolution process(es) and Contractor timely refers a disputed issue to the applicable process. Contractor's timely referral of a disputed issue to any mandatory supplemental dispute resolution process(es) set forth in the Contract Documents is a prerequisite to filing a Contract Claim under this Article. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.

B. Contract Claim Certification Requirement:

1. Contractor, under penalty of perjury, shall submit with the Contract Claim certification by Contractor and its Subcontractor(s), as applicable, that:

- a. the Claim is made in good faith;
- b. supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and
- c. the amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable.

2. An individual or officer who is authorized to act on Contractor's behalf shall execute the certification. Failure to certify a claim under penalty of perjury shall render the Contract Claim a nullity and the underlying claim waived by the Contractor.

3. In regard to a Claim or portion of a Claim by a Subcontractor, Contractor shall fully review the Subcontractor's Claim and shall certify the Subcontractor's Claim or such relevant portion(s) of the Subcontractor's Claim, under penalty of perjury, in the same manner the Contractor would certify its own claim under the foregoing subparagraph 13.03B.1. The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.

4. Contractor hereby agrees that failure to furnish certification as required in this Article shall constitute a waiver by the Contractor as to the subject Claim.

5. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

C. Format of a Contract Claim:

1. The Contractor shall document its Contract Claim in the following format:

- a. Cover letter and certification.
- b. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
- c. List of documents relating to Claim:
 - 1) Specifications
 - 2) Drawings
 - 3) Clarifications/RFIs
 - 4) Correspondence
 - 5) Schedules
 - 6) Other

d. Chronology of events and correspondence.

e. Analysis of Claim merit.

f. Analysis of Claim cost (money and time).

g. Attachments:

- 1) Specifications
- 2) Drawings
- 3) Clarifications/RFIs
- 4) Correspondence
- 5) Schedules
- 6) Other

D. Additional Requirements for Contract Claims Regarding Time Extensions:

1. All Contract Claims regarding time extensions or assessments of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, an analysis of the delays impacting the as-built critical path. The as-built critical path shall be determined by (1) comparing the late dates for schedule activities indicated within the Contractor's "as-planned" CPM schedule (as approved by the City) with the actual dates for the same activities, and then (2) determining the longest path through the as-built schedule using the Contractor's originally-approved as-planned activity to activity logic. The "as-built" CPM shall reflect the exact manner in which the Project was actually constructed (including start and completion dates, actual sequence and durations of work activities, and logic).

2. The City will not review or consider any Contract Claim regarding time extensions based upon an impacted as-planned CPM, collapsed as-built schedule, time impact analysis or similar method that does not take into account actual events on the Project.

E. Procedure For Review of a Contract Claim:

1. The City shall review only a timely, certified, and properly documented Contract Claim.

2. The City shall respond to a Contract Claim in writing, within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.

3. Within 10 days of the date of the City's response or expiration of the 45-day period, whichever is earlier, the Contractor may request review of the Contract Claim and the City's response by the Department Head. The request must be in writing, directed to the Department Head and copied to the City Representative. Failure by the Contractor to make a

timely request to the Department Head, copied to the City Representative, shall constitute acceptance by the Contractor of the City's original response.

4. Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with the Contractor and City personnel assigned to the Project, and confirm or revise the City's response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City's original response shall constitute the final administrative determination by the City.

13.04 GOVERNMENT CODE CLAIM

A. For the purposes of this Contract, the City and the Contractor hereby agree that any action at law against the City arising out of or relating to Contractor's performance of the Work shall accrue either on the effective date of termination (under Article 14 of these General Conditions) or on the date of Substantial Completion, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 13 shall operate to toll Contractor's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03E.4.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE

A. Grounds for Default. Contractor is in Default of the Contract if Contractor:

1. refuses or fails to supply enough properly skilled workers, adequate and proper materials, or supervision to prosecute the Work at a rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted updated progress schedule; or
2. is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
3. refuses or fails in a material way to replace or correct Work not in conformance with the Contract Documents; or

4. repeatedly fails to make prompt payment due to Subcontractors or for labor; or

5. materially disregards or fails to comply with any law, ordinance, rule, regulation or order of any public authority having jurisdiction; or

6. intimidates or sexually harasses a City employee, agent, or member of the public; or

7. is otherwise in material breach of any provision of the Contract Documents.

B. Notice of Default. When any of the above grounds for Default exist, the City may, without prejudice to any other rights or remedies that the City may have, issue a written Notice of Default to the Contractor. The City shall provide a copy of any Notice of Default to the Contractor's surety.

1. The Notice of Default shall identify the ground(s) for Default and provide the Contractor with a 14-day cure period to complete necessary corrective Work and/or actions.

2. In the event that necessary corrective Work and/or actions cannot be completed within the 14-day cure period through no fault of Contractor or its subcontractors/suppliers, Contractor shall, within the 14-day cure period, (i) provide the City with a schedule, acceptable to the City, for completing the corrective Work and/or actions; and (ii) commence diligently the corrective Work and/or actions. The City, after accepting Contractor's proposed schedule, will amend the Notice of Default in writing to set forth the agreed-upon cure period. The City will provide a copy of the amended Notice of Default to the Contractor's surety.

C. Termination for Cause. If Contractor fails to completely cure the Default either (i) within the 14-day cure period set forth in the Notice of Default; or (ii) within the agreed-upon cure period set forth in an amended Notice of Default, the City may, without prejudice to any other rights or remedies that the City may have, immediately terminate employment of Contractor and, subject to the prior rights and duties of the surety under any bond provided in accordance with the Contract Documents:

1. take possession of the Site and use any materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to complete the Project;

2. accept assignment of subcontracts and agreements pursuant to Paragraph 4.03; and

3. finish the Work by whatever reasonable method the City may deem expedient.

D. When the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finish-

ing the Work, including all liquidated damages for delays, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the City. The amount to be paid to Contractor or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.

1. Upon completion of all Work, Contractor shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

E. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Sum, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 14.03.

14.02 SUSPENSION BY THE CITY FOR CONVENIENCE

A. The City may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

B. An adjustment shall be made as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
2. that an equitable adjustment is denied under another provision of this Contract.

14.03 TERMINATION BY THE CITY FOR CONVENIENCE

A. Pursuant to section 6.22l 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 included in the cost on account of which payment is made for the cost of Work previously provided.

c. A sum, as profit on the cost of the Work as provided in subparagraph 14.03D, that the City determines to be fair and reasonable. But, if it appears that Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated loss.

2. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to Contractor shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Contractor the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the City, or to a buyer as previously provided.

F. Contractor shall have the right to dispute in a court of competent jurisdiction within the State of California any determination the City makes under subparagraph 14.03E. But, if Contractor has failed to submit its termination Claim within the time provided and has failed to request extension of such time, it shall have no such right to dispute the City's determination. In any case where the City has determined the amount owed, the City shall pay to Contractor the following:

1. if there is no right to dispute hereunder or if a right to dispute has not been timely exercised, the amount so determined by the City; or

2. if a proceeding is initiated in a court of competent jurisdiction within the State of California, the amount finally determined in said proceeding.

G. In arriving at the amount due Contractor under this clause there shall be deducted:

1. all unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of this Contract;

2. any Claim which the City may have against Contractor in connection with this Contract; and

3. the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold, under the provisions of this Paragraph 14.03, and not otherwise recovered by or credited to the City.

H. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the contin-

ued portion of the Contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the specified price or prices. Nothing contained herein shall limit the right of the City and Contractor to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.

I. Contractor understands and agrees that the foregoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.01 GOVERNING LAW AND VENUE

A. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the City's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.

B. Venue for all litigation relative to the formation, interpretation and performance of the Contract Documents shall be in San Francisco.

15.02 RIGHTS AND REMEDIES

A. All of City's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of

City under the Contract Documents or otherwise available at law or in equity.

B. No action or failure to act by the City or the City Representative will constitute a waiver of a right afforded them under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by City or the City Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.03 COMPLETE AGREEMENT

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified or amended only as specified in Paragraph 1.04 of these General Conditions.

15.04 SEVERABILITY OF PROVISIONS

A. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

END OF SECTION

SECTION 00 73 00**SUPPLEMENTARY CONDITIONS****1.1 SUMMARY**

- A. This Document includes supplements that amend, delete, or modify provisions of Section 00 72 00, the General Conditions of the City and County of San Francisco, as required for the Work of this Contract.
- B. All provisions that are not so modified shall remain in full force and effect.

1.2 ARTICLE 1**A. Amend Subparagraph 1.04A with the following new sub-subparagraph:**

"1. Change Orders shall be executed and Unilateral Change Orders shall be issued using the DPW Online Signature Access System (the "OSAS"). Contractor shall provide to DPW a completed Request for User ID & Access form for each principal or employee authorized by Contractor to execute Change Orders (each such person is referred to as an "Individual Certificate Holder"). Each Individual Certificate Holder shall (1) complete training on the electronic OSAS approval system (training to be provided by the City at no expense to contractors and consultants), and (2) execute a DPW "Online System Security Agreement" form on behalf of its company and submit the form to DPW. Contractor is responsible for submitting a completed Request for User ID & Access form to change the access or remove authorization of an Individual Certificate Holder."

1.3 ARTICLE 2**A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:**

"C. Project Manuals and Drawings will be furnished to the Contractor on digital files including any subsequent modifications, Change Orders, and Proposed Change Orders. Unless otherwise noted, the Contractor will not be provided hard copy prints of the Project Manual and Drawings. Contractor shall pay the reproduction costs of any printed sets required."

1.4 ARTICLE 3**A. Amend Subparagraph 3.06B with the following new sub-subparagraphs:**

- "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to, the following:
 - a. Excavation, street space, side sewer, night noise, and street improvement permits from the San Francisco Public Works, Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, telephone (628) 271-2000. Refer to Section 00 73 27 - Specific Project Requirements for excavation code requirements.

- b. Electrical, plumbing and mechanical permits from the Department of Building Inspection, 49 South Van Ness Avenue, 2nd Floor, telephone (628) 652-3200.
 - c. Special traffic permits from the San Francisco Municipal Transportation Agency (SFMTA), 1 South Van Ness Avenue, 7th Floor, San Francisco, telephone (415) 701-4500.
 - d. Construction Site Runoff Control Permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, Collection System Division, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321 or (415) 695-7339, or San Francisco Permit Center, 49 South Van Ness Avenue, 2nd Floor, San Francisco.
 - e. Combustible or flammable liquids permit from the San Francisco Fire Department.
 - f. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division.
4. The City has obtained the permit(s) or agreement(s) for the Project named in Section 00 73 01. The requirements, conditions and restrictions set forth in said permit(s) or agreement(s) that apply to construction of the Project are hereby incorporated as Contract Documents. Copies of said permit(s) or agreement(s) are appended to these Supplementary Conditions as Section 00 73 01. Contractor shall comply with all such requirements, conditions and restrictions and shall be responsible for all costs, penalties and delays resulting from Contractor's failure to comply with such requirements, conditions or restrictions."

B. Amend Subparagraph 3.09B.1 as follows:

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

C. Add the following new article:

"3.22 DESIGN PROFESSIONAL SERVICES

- A. In the event that the Contract Documents require that a certain Item be designed by Contractor, Contractor shall, consistent with applicable licensing laws, retain the services of such Design Professional(s) who shall be licensed in the State of California and shall have the necessary expertise and experience required to prepare such design documents to permit Contractor to complete such Item in accordance with the requirements of the Contract Documents. Nothing in the Contract Documents is intended to create a legal or contractual relationship between the City and any Design Professional.
- B. Such Design Professional(s) shall be vested with the authority to act on behalf of Contractor in all matters relating to design or supervision of construction of that Item of which he or she is responsible. Contractor's Design Professional(s) may be replaced only with the approval of the City.

- C. Contractor shall require its Design Professional(s) to be responsible without limitation for the following:
1. Consult with authorized employees, agents and representatives of the City relative to the City's requirements for the design and construction of the Project.
 2. Review the Contract Documents and existing Reference Documents and studies of the proposed Site and other data furnished to the Design Professional and advise the City whether such data is sufficient for purposes of design, and whether additional data is necessary before the Design Professional can proceed.
 3. Provide additional surveys and information related to the Site, which the Design Professional deems necessary for the performance of the Work.
 4. Provide design-related services for preparing construction documents necessary for Contractor to construct and interface the Item in complete conformance with the intent and performance requirements of the Contract Documents.
 - a. Construction documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents prior to Contractor initiating permit or construction activities based on such construction documents.
 - b. The City's approval or acceptance of construction document submitted by Contractor shall not be interpreted as a release of Contractor from its responsibilities to coordinate the various portions of the design and to provide accurate and complete design documents to fulfill the intent and requirements of the Contract Documents.
 5. Provide to the City design data, technical criteria and assistance necessary for supporting, protecting, and incorporating into the Project the Item designed by the Design Professional.
 6. Comply with requirements of codes, regulations, and written interpretation thereof, existing at the time permit application(s) are made with the local authorities having jurisdiction over the Project.
 7. Provide Design Professional's professional liability policies and coverages as required in Section 00 73 16.
 8. Provide assistance in connection with the start-up, testing, refining and adjusting of equipment or system designed by the Design Professional for incorporation into the Project.
 9. Assist the City in training staff and developing systems and procedures for operation and maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.
- D. Contractor shall be wholly responsible for all engineering and design of such Item regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Contractor or its Design Professional.
- E. Contractor agrees to release the City, its agents, members, employees, and authorized representatives from liability or losses directly or indirectly arising out of, connected with, or resulting from such Items engineered or designed by Contractor or its Design Professional or furnished and installed by Contractor and shall bear the costs of corrective and replacement work necessary to complete the Items in accordance with the requirements of the Contract Documents."

D. Add the following new article:

"3.23 COMPUTERIZED JOB COST REPORTING SYSTEM

- A. Contractor and its major subcontractors with contracts over \$1,500,000 shall maintain computerized monthly job cost reporting systems which shall be adequate to meet the documentation and reporting requirements of the City. Such job cost reporting systems shall comply with acceptable cost accounting practices and principles and shall conform to acceptable standards, procedures and guidelines used in the construction industry for projects similar to the Work.
- B. Such job cost reporting system's format and configuration shall follow the general format which is consistent with Contractor's original unaltered Contract Bid estimate of the costs. Original Project budgets for each division of the cost code accounts shall be traceable to the estimate in the event of an audit.
- C. The City's minimum requirements are as follows:
 - 1. The system capability shall provide a status of the cost for the Project on a monthly and cumulative basis.
 - 2. The system shall provide a comparison analysis of the original budgeted costs, actual costs, remaining cost to complete and projected cost to complete, including variances, if any.
 - 3. Adjustments to the original budgets shall be identified and traced separately including adjustments for changes in the Work (e.g., potential change orders, change orders, disputes and claims).
- D. In addition to the City's other rights under the Contract Documents, the City shall have the right to review Contractor's computerized job cost reports upon notice to Contractor. Failure to maintain computerized monthly job cost reports in accordance herewith shall constitute a waiver by Contractor of its rights to seek additional compensation for delay, disruption, or loss of productivity, to make any claim based on the total cost claims method, or to seek any other compensation where the claim could have been verified by monthly job cost reports."

1.5 **ARTICLE 6**

A. Delete paragraph 6.06C, including all of its subparagraphs, and replace with the following new paragraphs:

"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	15%

Contractor direct materials	15%
Contractor direct equipment	15%
Subcontractor (of any tier) direct	15%
Subcontractor/Supplier (of any tier) direct materials	15%
Subcontractor/Supplier (of any tier) direct equipment	15%

1. For Work performed by a Subcontractor or Supplier, Contractor shall receive a maximum 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 all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.
2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a maximum 5 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 5 percent markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.
3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Change Order Work."

1.6 **ARTICLE 7**

A. Amend subparagraph 7.01.G as follows (revisions in *italics*):

"G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit *an operational plan and recovery schedule as set forth in Section 01 32 16-1.16* to the City to demonstrate the manner in which the desired rate of progress will be regained."

1.7 **ARTICLE 9**

A. Amend Paragraph 9.04A as follows (revisions in *italics*):

"A. As required by and in conformance with the procedures set forth in section 6.22(J) of the Administrative Code, the City shall hold five (5) percent in retention from each progress payment for *Construction Work. Payments during the Long-Term Plant Establishment Period are excluded from this requirement. Refer to Division 1 for requirements on progress payments for Long-Term Plant Establishment Work. References in this Paragraph 9.04 to "Work" shall mean Construction Work.*"

B. Add the following new subparagraphs to 9.06A:

- “10. The City determines that the Work will not be completed within the Contract Time, and the Contractor fails to submit the following within seven (7) days of City request:
- i. An acceptable Revised Schedule, as specified in Section 01 32 16-1.10 and/or
 - ii. An acceptable Recovery Schedule, as specified in Section 01 32 16-1.16.
11. Contractor has not submitted a compliant and acceptable cost-and-resource-loaded Base Line Construction Schedule for the Work.”

1.8 **ARTICLE 10**

A. Delete subparagraph 10.02C and Substitute the following new subparagraphs:

"C. As an alternative to the performance and payment bond requirement set forth in subparagraphs 10.02.A and B, above, at the time of execution of the Contract, Contractor may file with the City the following bonds using the forms provided in Documents 00 61 13/CW and 00 61 13/LTPE, as appropriate:

1. a corporate surety bond, in a sum not less than 100 percent of the amount bid by Contractor for Construction Work, to guarantee the faithful performance of the Contract with respect to Construction Work ("Performance Bond/CW"); and
 2. a corporate surety bond, in a sum not less than 100 percent of the amount bid by Contractor for all Construction Work, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract with respect to Construction Work ("Payment Bond/Construction Work"); and
 3. a corporate surety bond, in a sum not less than 100 percent of the amount bid by Contractor for, to guarantee the faithful performance of the Contract with respect to Long-Term Plant Establishment Work ("Payment Bond/LTPE"); and
 4. a corporate surety bond, in a sum not less than 100 percent of the amount bid by Contractor for Long-Term Plant Establishment Work, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract with respect to Long-Term Plant Establishment Work ("Payment Bond/LTPE").
- D. The total sum of the Performance Bond/CW and the Performance Bond/LTPE shall equal 100 percent of the Contract Sum. The total sum of the Payment Bond/CW and the Payment Bond/LTPE Work shall equal 100 percent of the Contract Sum.
- E. The Performance Bond/CW 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 (excluding Long-Term Plant Establishment Work only), and any and all Work required to correct latent defects in the Construction Work.

- F. Corporate sureties issuing bonds as required under this Paragraph 10.02, and Bid Bonds as specified in Section 00 21 13 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have either a current A.M. Best Rating not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall be satisfactory to the City."

END OF SECTION

SECTION 00 73 01

PERMITS AND AGREEMENTS

Attached herewith are the following permits and agreements obtained for the Work by the City: **None**

END OF SECTION

SECTION 00 73 02**CONTRACT TIME AND LIQUIDATED DAMAGES****1.1 SUMMARY**

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of **639** consecutive calendar days, beginning with and including the official date of the Notice to Proceed set by the City.
1. The date of the Notice to Proceed will be set by the City within 14 calendar days after the certification of the Contract.
 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.

Critical Milestones: Contractor shall complete Construction Work at the milestone within the Construction Time Limits as specified in paragraph [1.5] of Section 01 11 00 - Summary of Work. . Critical Milestone: Interim Electrical Work (See Section 01 11 00) is a Critical Milestone in this Project; it must be completed and ready for energization no later than July 31, 2025.

- B. Final Completion shall occur no later than **60** consecutive calendar days after the date of Notice of Substantial Completion.

1.3 LIQUIDATED DAMAGES

- A. Failure to timely achieve Substantial Completion: 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 **one thousand** dollars (**\$1,000.00**) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.
- B. Failure to timely complete Critical Milestones: The City and Contractor agree as liquidated damages for delay (but not as a penalty), that the Contractor shall pay the City and County of San Francisco the sum of **six thousand and seven hundred** dollars (**\$6,700.00**) for each calendar day that transpires with the Interim Electrical Work not completed by July 31, 2025, as specified in Paragraph 1.2A.3.
- C. Failure to timely achieve Final Completion: In addition, Contractor shall pay the sum of **two hundred fifty** dollars (**\$250.00**) 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.
- D. See Section 00 73 03 for Additional Liquidated Damages, which summarizes, but not

limited to, the other liquidated damages included in this Contract.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 00 73 03**ADDITIONAL LIQUIDATED DAMAGES****1.1 ENVIRONMENTAL LIQUIDATED DAMAGES**

- A. For liquidated damages related to noncompliance of environmental requirements, see Section 01 35 43 - Environmental Procedures.
- B. The City will monitor air quality as part of the environmental monitoring process. If the Contractor fails to implement more stringent air pollution and dust controls as directed by the City and/or exceeds any one of the environmental project action levels the Contractor shall be assessed liquidated damages of one thousand dollars (\$1,000) for each calendar day. Refer to Section 00 73 27, article Air Quality Requirements.
- C. In addition to any regulatory fines, should the Contractor fail to adhere to the DPW Dust Control Order 171,378, liquidated damages shall be assessed in the amount of one thousand dollars (\$1,000.00) per day for each day any violation is not corrected. Refer to Section 00 73 27, article Air Quality Requirements.
- D. Liquidated damages shall be assessed in the amount of one hundred dollars (\$100.00) per day per each piece of off-road equipment and each off-road engine utilized to complete work on the project in violation of Environmental Code Chapter 25 - Clean Construction Requirements for Public Works as per Section 01 35 43 – Environmental Procedures, Article 3.20.
- E. In addition to any regulatory fines, should the Contractor fail to implement the ECSP, BMP's, control prohibited discharges into the City's sewerage system, and control discharge pollutants from construction site as per Section 01 35 43 – Environmental Procedures, Article 3.04 and Articles 3.21 and 3.22 where applicable, or promptly take all required remedial actions to the City's satisfaction herein, the City Representative reserves the right to issue environmental non-compliance notices, have the necessary work performed by others, assess fines of one thousand dollars (\$1,000.00) per non-compliance occurrence or per event, or to deduct or withhold all monies required therefore as permitted under the Contract Documents.
- F. In addition to any regulatory fines, should the Contractor fail to implement the dewatering criteria as per Section 31 23 19 - Dewatering, or promptly take all required remedial actions to the City's satisfaction herein, the City Representative reserves the right to issue environmental non-compliance notices, have the necessary work performed by others, assess fines of one thousand dollars (\$1,000.00) per non-compliance occurrence or per event, or to deduct or withhold all monies required therefore as permitted under the Contract Documents.

1.2 CONSTRUCTION SCHEDULE LIQUIDATED DAMAGES

- A. Failure to submit the required Construction Schedule shall result in the assessment of liquidated damages in the amount of two hundred dollars (\$200) per day which the Construction Schedule is delayed for each day beyond the period as specified in Section 01 32 16 - Construction Progress Schedule (CPM) [Section 01 32 17 - Construction Progress Schedule (BAR)].

- B. The Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day in excess of the maximum durations listed for the specific items described in the Summary of Work - 01 11 00 Article 1.5 Sequence of Construction.

1.3 TRAFFIC CONTROL LIQUIDATED DAMAGES

- A. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for failure to comply with requirements for accessibility and placement of barricades.
- B. Failure to submit the required Traffic Control Plans shall result in the assessment of liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day for which they are delayed beyond the limits specified per Section 01 55 26.
- C. No contracted work shall commence in the field without approved Traffic Control Plans. If the Contractor commences work on City streets without having approved Traffic Control Plans on site (emergency work excepted), the Contractor shall pay liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) for each occurrence. The work site will be shut down and Contractor may be cited for up to \$10,000 in addition to any citations issued by SFMTA.
- D. The Contractor shall restore and maintain the traffic lane requirements in accordance with this specification. Unless authorized and directed by the City Representative in writing to do otherwise, the Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per hour, or portion thereof, per lane for failure to provide the lane requirements.
 - 1. In addition, if the Contractor's failure to provide the required traffic lanes causes traffic congestion requiring immediate action by the City to provide Parking Control Officers or Police to control the traffic manually, the Contractor shall pay the City these costs. The Officers shall be paid at overtime rate for a minimum of two hours. The Officers shall be paid an additional one hour travel time.
- E. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each solar operated Flashing Arrow Sign and/or Changeable Message Sign per calendar day for everyday when the required sign is not furnished and in place in accordance with this specification.
- F. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per traffic sign, traffic device, and/or non-skid steel plate per calendar day for everyday when the required sign, traffic device, and/or non-skid steel plate is not furnished and in place in accordance with this specification.
- G. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day per block or portion of a block for every day when there is no continuous construction activity within 24 hours of the posted effective date and time of the temporary "Tow-Away, No Stopping" zone.
- H. The Contractor shall pay liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) per unauthorized bus zone relocation or any other unauthorized use of the temporary bus stop signs.
- I. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per parking meter removed without authorization from SFMTA.

- J. The Contractor shall pay liquidated damages of One Thousand Dollars (\$1,000.00) per parking meter misplaced or loss.
- K. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per intersection per peak period for failure to ensure traffic signal interconnect is operational in accordance with Section 01 55 26.
- L. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per incident for failure to provide notice in accordance to Section 01 55 26 for shutdown of existing signals.
- N. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per incident for failure to follow the Special Instructions in Section 01 55 26.

TEMPORARY PAVEMENT MARKINGS

- A. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for every day when the temporary pavement markings are not furnished and installed in accordance with this specification.

REPORTS FOR LIQUIDATED DAMAGES AND DEDUCTION OF LIQUIDATED DAMAGES

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

1.4 ROADWAY PAVING LIQUIDATED DAMAGES

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

- C. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per casting, per calendar day in excess of one (1) calendar day after final paving, for every casting left covered and inaccessible.
- D. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day in excess of five (5) consecutive calendar days that the asphalt concrete wearing surface is not installed after placement of concrete base.
- E. The Contractor shall pay liquidated damages in the amount of Three Hundred Dollars (\$300.00) per temporary asphalt concrete wedge or ramp per calendar day for every day the temporary wedge or ramp is not constructed in violation of Section 32 01 16.71, Cold Milling Asphalt Paving.
- F. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for every day materials are left on any part of streets, sidewalks, and traffic islands in violation of the cleaning up and removing debris requirements under Section 00 72 00 – General Conditions including form lumber and broken barricades.
- G. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per block per calendar day for every day in excess of five (5) consecutive calendar days that the asphalt concrete wearing surface is not installed after the start of cold planing on that particular block.
- H. The Contractor shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day per sign for not providing the required Project Signs.
- I. The Contractor shall pay liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) per calendar day for working without the proper permits. Contractor will be required to stop work and obtain the proper permits.
- J. The Contractor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for excavating without providing Public Notice. The Contractor will be required to stop work and provide the required Public Notice.
- K. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per intersection per peak period for failure to ensure traffic signal interconnect is operational in accordance with Section 01 55 26.
- L. The Contractor shall pay liquidated damages in the amount of Two Hundred Dollars (\$200.00) per incident for failure to provide notice in accordance to Section 01 55 26 for shutdown of existing signals.
- M. The Contractor shall pay liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per occurrence for not having the proper permit on site.

1.5 LANDSCAPE LIQUIDATED DAMAGES

- A. The Contractor shall pay as liquidated damages (but not as a penalty) the City and County of San Francisco the sum of one hundred dollars (\$100.00) for each calendar day for not replacing plants within two weeks of notification by the City Representative. Liquidated damages shall start once two weeks have expired after original notification in writing by the City Representative.

1.6 REPORTS FOR LIQUIDATED DAMAGES AND DEDUCTION OF LIQUIDATED DAMAGES

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

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

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

- A. This Document includes insurance requirements, which amend Article 10 of the General Conditions.

1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor (Prime) shall ensure that proper insurance is in place for itself and its subcontractors meeting the obligations outlined in the requirements. If the Prime is subcontracting insurance coverage/s, it must ensure the applicable coverage/s (as applicable) is/are in place for that Work with minimum coverage/s as outlined in this Section.
- B. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
 2. Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
 3. Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable. Such insurance shall include endorsement MCS-90 as required by law.

1.3 ADDITIONAL COVERAGES

- A. Builder's Risk Insurance: Contractor shall provide "Special Form" (All Risk) Builder's Risk Insurance on a replacement cost basis as follows:
1. Amount of Coverage: The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. The policy shall provide for no deduction for depreciation. The policy shall provide coverage for "soft costs," such as but not limited to design and engineering fees, code updates, permits, bonds, insurances, and inspection costs caused by an insured peril; the policy may limit the amount for soft costs but such limit shall not be less than 5% of the coverage amount. Alternatively the City shall have the right to require a specific dollar amount for coverage for soft costs that may be greater or less than 5%. The Builder's Risk Insurance shall also include the full replacement cost of all City-furnished equipment, if any.
 2. Additional Premium: If, due to change orders or project term extensions authorized by the City, the Builder's Risk policy becomes subject to additional premium, the City will reimburse Contractor the actual cost of such additional premium, without markup, provided that the Contractor submits to the City proof of payment of such additional premium and either:

- a. Copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk Policy is issued on a declared-project basis; or
 - b. Copy of Evidence of Property Insurance if the Builder's Risk policy is placed on a reporting form basis.
 3. Parties Covered: The Builder's Risk policy shall identify the City and County of San Francisco as the payee. The policy shall include as additional named insureds the City and County of San Francisco, the Contractor and its subcontractors of every tier.
 4. Included Coverage: The Builder's Risk Insurance shall include, but shall not be limited to, the following coverages:
 - a. All damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures.
 - b. The perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and water damage.
 - c. The costs of debris removal, including demolition as may be made reasonably necessary by such covered perils, resulting damage, and any applicable law, ordinance, or regulation with a sub-limit of not less than 25% of the value of the construction contract.
 - d. Start up and testing and machinery breakdown including electrical arcing.
 - e. Consequential loss (lost revenues and costs of funding or financing when a covered risk causes delay in completing the Work). In the event the City receives coverage specifically for a consequential loss associated with delay to the completion of the Project, such specific amount shall be credited against any liquidated damages for delay for which the Contractor would otherwise be responsible.
 - f. Terrorism coverage.
 - g. Damages due to earthquake and tidal wave.
 5. Deductibles: The Builder's Risk Insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs. The deductible for coverage of All Perils shall not exceed the following:
 - a. \$25,000 for projects valued up to \$25,000,000;
 - b. \$50,000 deductible for projects valued in excess of \$25,000,000 and up to \$75,000,000; and
 - c. \$100,000 deductible for projects valued in excess of \$75,000,000.
- B. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than [\$1,000,000] each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- C. Environmental Pollution Liability: The Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions insurance applicable to the work being performed with limits not less than \$5,000,000 per claim or occurrence per policy period of one year, including coverages for on-site or off-site third party claims for bodily injury and property damage. This coverage shall also be endorsed to include Non-Owned Disposal Site coverage.
1. The Business Auto Liability Policy should be endorsed to include an auto pollution Additional Insured Endorsement.

2. Per the Federal Motor Carrier Safety Administration, Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 must be provided.
- D. Railroad Protective Liability Insurance: The Contractor is required to obtain insurance with limits not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for physical damage to the railroad's property.

1.4 INSURANCE FOR OTHERS

- A. For liability insurance, Contractor shall include as additional insured, the City and County of San Francisco, the Port of San Francisco, their board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. To satisfy this requirement, Contractor shall provide the Port with policy endorsements in the form of ISO 20 10 (11 85) or equivalent.
- B. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. City's consultants and/or subconsultants: CEMEX Construction Materials Pacific LLC
 2. Non-City Agencies: Pacific Gas and Electric Company, San Francisco Bay Railroad Company, Union Pacific Railroad, and CEMEX Construction Materials Pacific LLC

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, or after the emergency work is commenced, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.

- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a 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.
- G. 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.
- H. Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10 days' notice shall be provided to City. All notices shall be made to:

Port of San Francisco
ATTN: Construction Management
Pier 1, The Embarcadero
San Francisco, CA 94111
constructionbids@sfport.com

- I. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- J. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "G" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- K. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" or comparable rating and shall be satisfactory to the City.

END OF SECTION

SECTION 00 73 17

CADD DOCUMENT LIABILITY WAIVER AND RELEASE

1.1 SUMMARY

- A. The City may issue to Contractor computer-aided design document (CADD) files, which were prepared for the City for the Work of Project, in electronic format for the limited purpose of facilitating Contractor's design of the Work.

1.2 PROJECT CONDITIONS

- A. The City's issuance of Project CADD files to Contractor is not a representation of the completeness or accuracy of the information contained in the files.
- B. Because Contractor is required to perform all Work in accordance with the requirements of only the printed versions of the Bid Documents for Project as originally issued or modified in accordance with the Contract Documents, Contractor shall review the CADD files for the same accuracy and completeness as the original printed versions prior to Contractor's use and shall certify that all information contained in said Project CADD files accurately conforms to said Contract Documents.
- C. Contractor agrees not to transmit to third parties or otherwise reuse Project CADD files without prior written consent of the City. Unauthorized use of Project CADD files shall be at the sole liability of the user.
- D. Contractor hereby agrees to release the City from inaccuracies, incompleteness, or discrepancies between Project CADD files and said printed versions of the Contract Documents.
- E. Contractor shall be responsible for all damages resulting in whole or in part from inaccuracies, incompleteness, or discrepancies between said Project CADD files and said printed versions of the Contract Documents.

END OF SECTION

SECTION 00 73 20**EXISTING UTILITY FACILITIES**

(Revised December 2022)

PART 1 – GENERAL**1.1 SUMMARY**

- A. This Section includes special requirements for existing utilities and underground facilities owned or controlled by any person or entity, private or governmental, referred to herein as “Utility Operators,” which may be encountered by Contractor performing the Work.
- B. Utility facilities in public streets that are within the jurisdiction of the Department of Public Works shall be governed by the applicable provisions of the San Francisco Public Works Code, Sections 906, 907, 908, 909, and 910. The Utility Crossings Specifications is based on agreements with non-governmental agencies for removal, support and relocation of privately-owned utility facilities.

1.2 EXISTING UTILITIES INDICATED

- A. The Contract Documents may identify or include utility occupancy drawings or utility reference drawings, hereinafter called "reference drawings," showing the approximate locations and other details, of pipes, conduits, structures and other utility facilities which are based on information and data furnished the City by the Utility Operators.
 - 1. Reference drawings do not form part of the Contract Documents. It is understood that the City makes no representation as to the completeness or accuracy of said reference drawings or other information available to Contractor and assumes no responsibility therefor.
- B. With respect to existing utility facilities, the Contractor shall assume the cost and responsibility for the following:
 - 1. Reviewing and checking all such reference drawings or information.
 - 2. Locating all underground facilities indicated in the reference drawings or other information available to Contractor.
 - 3. Coordinating the Work with the Utility Operators and construct the Work to clear existing utility facilities.
 - 4. The safety and protection of all such utility facilities as provided in Article 12 of the General Conditions (Section 00 72 00) and repairing damage thereto which may result from the Work.
 - 5. Removing, adjusting, and relocating existing utility facilities located in, over or around the location of the Work as necessary to allow the prosecution of the Work, when such work to the existing utility facilities is indicated in the Contract Documents.

1.3 EXISTING UTILITIES NOT INDICATED

- A. Consistent with the provisions of section 4215 of the California Government Code, the City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utilities located on the site of the Work, if such utilities are not identified in the Contract Documents, reference drawings or other information available to Contractor.

- B. Contractor shall notify promptly the City and the Utility Operators in writing, and before further disturbing conditions affected thereby, of such unforeseen or differing utilities it discovers while performing the Work.
- C. Contractor shall negotiate with the Utility Operator, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- D. For Work which physically conflicts with existing non-City owned utilities that were not indicated in the Contract Documents, the Contractor shall seek reimbursement for additional cost incurred from the non-City Utility Operator.
- E. For Work which physically conflicts with existing City owned utilities that were not indicated in the Contract Documents, the Contractor will be compensated per Subsection 1.4
- F. Contractor will be granted a non-compensable time extension and shall not be assessed liquidated damages for delay in completion of the Work if the delay was caused by such existing main or trunk line utilities in direct conflict with the Work and not indicated in the Contract Documents, reference drawings or other information available to Contractor.
- G. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the extra work could have been avoided by:
 - 1. reasonable examination, investigation, exploration, test or study of the site and contiguous areas as required by the Contractor to locate all underground utility facilities and coordinate such existing utilities with the work prior to commencing the Work; or
 - 2. reasonable inference from the presence of other visible facilities, such as buildings, meter, utility castings, junction boxes, vaults, and etc., to locate all underground utility facilities and coordinate such existing utilities with the Work prior to commencing the Work.

1.4 GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. Contractor shall satisfactorily support, work around, and protect, as approved by the City, all facilities, whether shown on the Drawings or not, which exist within any excavation and which are owned or controlled, and maintained, by a City department or other authority in the exercise of a governmental function, including, but not limited to, traffic control, lighting, police communication and fire alarm systems, and all conduits, wiring and related appurtenances for such systems; sewers and sewer structures; Water Enterprise facilities; pipes and facilities of the Auxiliary Water Supply System for Fire Protection; the Municipal Railway and Hetch Hetchy Water and Power overhead lines and power feeder systems serving the Municipal Railway; and other Hetch Hetchy Water and Power facilities.
 - 1. Municipal Railway facilities, Hetch Hetchy Water and Power facilities serving the Municipal Railway, and other Hetch Hetchy Water and Power facilities, if encountered, shall be supported in a manner satisfactory to the City.
 - 2. Auxiliary Water Supply for Fire Protection facilities, if encountered, shall be supported by a minimum of one cable with turnbuckle, a strongback, and a beam spanning the trench; however, where a joint falls within the trench area, a cable with turnbuckle shall be placed on each side of the joint. All such support work shall be subject to the approval of the City before commencement thereof. After supports are removed and the pipe is sufficiently supported by partial backfill, but with the joints exposed, the pipe shall be subjected to a hydrostatic field test of 350 psi pressure in accordance with section 908.22 of the DPW Standard Specifications (refer to Division 1 for reference standards) before final backfill is placed. If a joint is visibly wet,

- Contractor shall repair the joint in accordance with section 910 of the DPW Standard Specifications.
3. If vitrified clay pipe side sewers or culverts are encountered, Contractor may elect, in lieu of supporting such side sewers and culverts, to cut and restore those portions of the side sewers and culverts which obstruct the prosecution of the Work, provided that it complies with the provision of section 301 of the DPW Standard Specifications regarding the handling and disposal of seepage, storm water and sewage.
 4. Water Enterprise facilities, if encountered, shall be supported as follows:
 - a. Push-on joint pipes: Pipes shall be supported by a minimum of one cable with turnbuckle, a pipe clamp and a beam spanning the trench; however, where a joint falls within a trench area, a cable with turnbuckle and pipe clamp shall be placed on each side of the joint.
 - b. Copper tubing and plastic pipes (service pipes 2 inches or smaller in diameter): If the trench is less than 8-foot wide, no support is required. For trenches wider than 8 feet, one support is required for every additional 8 feet or part thereof.
 - c. Steel welded pipes: Pipes shall be supported in a manner satisfactory to the General Manager of the Public Utilities Commission of the City and County of San Francisco.
 - d. Contractor shall submit support designs for approval and start work only with approved support designs.
 5. The adjustment of manhole castings and other castings of governmental facilities, and the paving adjacent thereto, shall be done in accordance with the requirements of section 217 of the DPW Standard Specifications.
- B. Supporting, working around, and protecting existing governmental facilities indicated in the Contract Documents, reference drawings or other information available to Contractor shall be considered incidental work and no direct or additional payment will be made therefor.
- C. Governmental facilities not shown on the Contract Documents, reference drawings or other information available to Contractor that require removal, adjustment or relocation to avoid direct physical conflict with the facilities to be constructed under the Contract shall:
1. be removed or adjusted by Contractor in accordance with the provisions of the Contract Documents; or
 2. in the absence of such provisions, be removed or adjusted by Contractor on a force account basis as set forth in Paragraph 6.07 of General Conditions (Section 00 72 00); or
 3. be removed or adjusted by other suitable procedure at the City's expense.

1.5 NON-GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. The procedure to be followed with respect to non-governmental utility facilities owned or controlled by any person, company, firm or corporation, in the exercise of a proprietary function is covered by sections 906, 907, 908, 909, and 910 of the San Francisco Public Works Code (part II, chapter X, of the Municipal Code).
- B. The method of application of the provisions of these Public Works Code sections is described in the following subparagraphs:
1. If the cost of removing or adjusting a utility facility, (a) materially exceeds the cost of so modifying the Work that it can be done satisfactorily without the removal or adjustment of the facility, or (b) materially exceeds the increase in the cost of Contractor's operations that would be occasioned to it by the uninterrupted presence of the facility if it were not removed or adjusted, then, in either case, the City will, if requested by the Utility Operator, waive the requirement that the facility be removed or adjusted and allow it to remain in place, provided that (1) the Utility Operator

obtains the consent of Contractor to such waiver in return for such compensation, if any, by the Utility Operator as may be just and equitable and no expense is occasioned either directly or indirectly to the City by such waiver, (2) the City determines that it is economically and technically feasible to change the Project design without affecting its performance, and (3) the Utility Operator agrees to compensate the City for the expense, if any, of revising the Drawings and Specifications as necessary to accomplish the appropriate modification of the Work. Should a Utility Operator, in satisfying the requirements of the immediately preceding subparagraph, notify Contractor of its intention to leave the facility in place, Contractor shall, within 10 days, furnish to the Utility Operator a quotation covering the entire cost of supporting, working around or protecting, as necessary, such facility. In the event a Utility Operator and Contractor cannot agree upon the amount of the compensation, if any, to be paid by the Utility Operator to Contractor, then the Director of the San Francisco Public Works, with or without the consent of Contractor, will, if he or she determines that it would be uneconomical and contrary to the public interest to remove or adjust the utility facility, and if the Utility Operator promises in writing to pay to the City the amount of the expense incurred by the City under the Change Order next hereinafter mentioned, waive the requirement that the facility be removed or adjusted and will issue an appropriate Change Order to Contractor in accordance with the provisions of Article 6 of the General Conditions (Section 00 72 00) to modify the Work or to modify its operations, as the case may be, as necessary to accommodate the continued presence of the facility.

2. In lieu of the procedures set forth in subparagraph 1.5B.1, agreements have been executed between various utility companies and agencies, and the City, enabling such companies and agencies to have included in City contracts the work of supporting, working around, and protecting their facilities. Such work will be paid for by the various utility companies and agencies directly to Contractor in conformance with the provisions of the Utility Crossing Specifications (Section 00 73 21). Requirements for performance of this work are also contained in the Utility Crossing Specifications.
- C. Pursuant to the provisions of subparagraphs 1.5B.1 and 1.5B.2, Bidders shall not include in their Bids expense on account of the presence, or possible presence, of non-governmental utility facilities, except only that which might be included for forming around manhole frames and other castings with boxes as specified in section 217 of the DPW Standard Specifications.
- D. If during the course of the Work an unexpected interference by a non-governmental utility facility is discovered, Contractor shall immediately notify the Utility Operator of the interfering facility so that the required procedure outlined in subparagraph 1.5B.1 or 1.5B.2, as applicable, may be followed in a manner to cause no delay in the Work.

1.6 ABANDONED UTILITY FACILITIES

- A. These provisions do not apply to abandoned utility facilities. Any increase in the cost of Contractor's operations occasioned by the presence and/or removal of abandoned facilities shall be at the sole expense of Contractor and no additional payment will be made by the former Utility Operators or by the City, except that removal of abandoned utility facilities, not shown on the Drawings or specified to be removed, shall be removed by Contractor on a force account basis as provided in Paragraph 6.07 of the General Conditions (Section 00 72 00).

1.7 USE OF PAVEMENT BREAKER ADJACENT TO UTILITY FACILITIES LIMITED

- A. In accordance with the requirements of section 373 of the Public Works Code, Contractor may use pavement breakers or other labor-saving devices; however, the use of any machine or device that breaks pavement by blows struck by a falling or driven hammer or weight is prohibited within a horizontal distance of 6 feet from any gas, sewer, water or Auxiliary Water Supply System pipe, communications duct or any other utility facility.
1. Such prohibition, however, shall not be construed as barring the use of hand tools or manually operated air tools such as jackhammers.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 00 73 21**UTILITY CROSSINGS SPECIFICATIONS**

(Effective January 1, 2024)

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

Contractor shall support, work around, and protect facilities owned by the following Utility Companies, as applicable and where shown on the Drawings or where directed at utility crossings that exist within excavations and interfere with the prosecution of the work because of their presence:

Pacific Gas and Electric Company (PG&E), Pacific Bell Telephone Company D/B/A AT&T California (AT&T), Comcast Corp. (Comcast), Astound Broadband, LLC dba Wave (Astound), Webpass Telecommunications LLC (Webpass), Zayo Group, LLC (Zayo), Century Link Communications LLC f/k/a Qwest Communications Company LLC (Century), Sonic Telecom, LLC (Sonic), GTE Mobilnet d/b/a Verizon Wireless (Verizon), Mobilitie, LLC (Mobilitie), Crown Castle NG West LLC (Crown Castle), ExteNet Systems (California) LLC (Extenet), MCImetro Access Transmission Services Corp., PAXIO, INC., Electric Lightwave Holdings, Inc. fka Integra Telecom Holdings, Inc. (Electric Lightwave), Mpower Communications Corporation, T-Mobile West LLC (T-Mobile), Level 3 Communications LLC (Level 3), TW Telecom of California l.p, formerly known as Time Warner Telecom of California, L.P (TW Telecom).

This Section covers supporting documentation required from Contractor in order to receive and direct payment by Utility Company to the Contractor for all costs incurred as a result of the work performed by the Contractor to support, work around and/or protect Utility Facilities within the Project Limit. Contractor shall not seek payment from the City for such work.

A "Utility Crossing" is defined as any facility (Utility Main, Duct Structure, or Service) located within the excavation area, where the facility will remain in place and will not be relocated, abandoned in place, or removed.

If provided by the Utility Companies prior to advertisement of this Contract, City will incorporate Utility Contract Drawings showing Utility Crossings into the Contract Drawings. The Utility Contract Drawings will also show Utility Facilities that the Utility Company intends to adjust or abandon, which would eliminate the need for Contractor to support, work around, or protect. City will include estimates of the cost of Utility Crossing work with the Drawings.

Within 45 calendar days of notification of the award of the City contract, the Utility Companies listed above, as applicable, are obligated to execute a payment agreement with the Contractor. The Utility Companies will pay Contractor directly for the work of supporting, working around, and protecting such facilities, according to the Cost of Fixed Price Schedule hereinafter set forth. The Utility Company is not required to accept or pay invoices submitted to Utility Company by a subcontractor. Prime contractor shall not mark up the invoices for support and work around costs from the Subcontractor. It is the Prime Contractor's sole responsibility to secure the payment agreement(s) from the Utility Company or Utility Companies, to invoice such Utility Companies, to provide documentation required by such Utility Companies to support such invoices, and to secure payment from the Utility Companies. City shall not have any responsibility to Contractor for any amounts that Contractor may claim it is owed by a Utility Company for the work of supporting, working around, and protecting a Utility Company's facilities.

Work at crossings of other non-governmental utility company facilities in public streets shall be in accordance with the provisions of Section 00 73 20, Article 1.5, unless otherwise specified.

Any facility owned by Utility Companies mentioned above, or other non-governmental facilities, as applicable, that require relocation to avoid physical conflict with the facilities to be constructed under this Contract will be relocated by the appropriate Utility Company in accordance with the requirements of Section 00 73 20, Article 1.5, or treated as otherwise allowed therein.

Fixed Price Schedule

Utility Crossings where the length of the Facility is not more than 3 times the width of the excavation for excavation widths less than 18 feet, shall be priced pursuant to the Fixed Price Schedules hereinafter set forth, and submitted to the Utility Company for payment.

Excavation width will be the outside diameter or width of the City structure plus 3 feet. The length of a Utility Crossing is the centerline distance, in feet, of the portion of the Facility within the excavation area.

Utility Co. Facility Support, Etc., Work Located in Contract but Utility Contract Drawings Omitted from Contract

In the event that Utility Contract Drawings from PG&E, AT&T, Comcast and other Utility Companies listed above, as applicable, are not included in the Contract but the Estimate and General Location of the Support, Work Around and Protect Work are known and included in the Contract, all such work performed will be paid for by the Utility according to the Cost of Fixed Price Schedule hereinafter set forth.

Abandoned and other facilities, which Contractor may cut or treat at its expense are excluded from this coverage.

Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, but Ownership Known

Support, Work Around and Protect Work for those Utility Crossings overlooked, unexpected, and not shown on Utility Contract Drawings and Estimates will be paid for by the Utility Company according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Contractor's profit and overhead.

Abandoned and other facilities, which Contractor may cut or treat at its expense are, excluded from this coverage.

No Surcharge for Certain Work

Due to the urgent and contingency nature, an additional fifteen percent (15%) surcharge does not apply to the following contracts and related work:

- Emergency Contract Work
- As Needed Contracts including As Needed Spot Sewer Repair and Job Order Contracts
- Added Scope (Via Change Order or Addendum)
- Work performed under conditional Bid items

Negotiated Payment

Notwithstanding the Fixed Price Schedules hereinafter set forth, the Utility Company and the Contractor shall directly negotiate the costs for other crossings and encroachments including following. The Contractor shall not seek payment for such work from the City:

- "Parallel" Utility Crossings,

- Utility Crossings with lengths more than three times the width of the excavation, and/or
- Where the computed cost of any crossing exceeds **\$13,091**.

If a Utility Facility is located longitudinally and directly on top of the City trench or multiple utility facilities crossing the City trench are located too close to each other leaving no space in between for the Contractor to excavate and shore the trench, and there is a need to change the construction method to install City facilities, the increased cost shall be shared by various utility agencies and City based on the number and size of each Utility agency or City department facilities.

Duct Structure

Duct structure is one or more ducts, conduits or pipes, of any size, or a combination of such ducts, conduits or pipes, which are grouped together but which may or may not be banded, encased in concrete, or otherwise incorporated into a solid unit.

Nested Utility Facilities

Nested utility facilities are defined as facilities six- inches (6") or less in outside diameter or width and are less than 3 feet clear distance from each other regardless of ownership. In the case of nested facilities, each crossing shall be paid for according to the Cost of Fixed Price Schedule reduced by 33-1/3%.

Abandoned or Inactive/Deactivated Facilities

Abandoned Facilities

Utility Company identifies abandoned facilities as facilities that they have stopped using with the intent of never using again. Utility Company may, but is not required to, specify abandoned facilities on its utility contract drawings. If City Contractor encounters an unidentified utility company facility during construction, Contractor shall notify the Utility Company in accordance with paragraph "Unexpected or Unidentified Facilities". The Utility Company Inspector shall visit the site within the time mentioned to confirm that the facility is abandoned. If the Utility Company fails to confirm that facility is abandoned, the contractor will receive full payment per Fixed Price Schedule for support, work around and protect work performed.

Inactive/Deactivated Facilities

Utility Company identifies Inactive/Deactivated facilities as facilities that they have temporarily stopped using with the possible intent of future use. Utility Company will specify on its utility contract drawings Inactive Facilities. The Contractor will perform Utility Company Reimbursed Work around Inactive Facilities unless otherwise instructed by the Utility Company on the Utility Contract Drawings.

Within 48 hours of the receipt of notice pursuant to paragraph "Unexpected or Unidentified Facilities", PG&E will perform necessary investigation and clear Abandoned/Inactive/Deactivated gas Facilities for removal by the Contractor.

Removal of Abandoned Facilities or Inactive Facilities

If necessary to construct City Project, the removal of Abandoned Facilities, and Inactive Facilities that the Company specifies on its Utility Contract Drawings that it intends to abandon will be at the Contractor's sole expense, except for removal of duct banks, and conduits or pipes larger than twelve-inch (12") in outside diameter owned by Utility Companies listed above. Contractor must negotiate the cost for removal of such Utility Company duct banks, and conduits or pipes larger than twelve-inch (12") in diameter with the Utility Company; Contractor shall not seek payment from City for any such work.

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

Payment Only for Work Performed by the Contractor

The Utility Company will pay the Contractor only for the work performed to support, work around and/or protect Utility Company's Facilities. No payment shall be due to the Contractor if the Utility Company crews respond and are supporting, working around, and/or protecting their Company's Facilities, such as in an emergency, or if the Contractor does not actually perform any work or undertake any action to support, work around or protect the Utility Company's Facilities.

Third Party Insurance

The Contractor shall provide third party insurance naming the affected Utility Company or Utility Companies in addition to the City as an insured against claims for property damage and personal liability arising directly or indirectly from Utility work performed by the Contractor.

II. Contract Activities

The Contractor Measurement

The Contractor shall measure the outside diameter or width of Utility Crossings to the nearest inch (outside diameter **excluding** any fittings, bells, or gate valves) and length of the Utility Crossings to the nearest foot to determine the cost of each Utility Crossing according to the Fixed Price Schedule hereinafter set forth.

Utility Company's Right of Confirmation

The Utility Company shall have the right to confirm measurements with the Contractor but all disagreements shall be resolved without delay to the City Project.

Variations and Cost Adjustments

The Contractor shall notify the Utility Company immediately of any variation of Utility Crossings from the Utility Contract Drawings and/or estimate that require cost adjustment and such cost adjustments shall be settled within no more than two business days without delay to the City Project. Contractor shall also notify the City Representative immediately of any such variations, and any disagreement between Contractor and the Utility Companies regarding Utility Crossings will be decided prior to backfilling by the Director of Public Works or his or her designated City representative. The decision of the Director of Public Works will be final. The Contractor's only recourse is to file a claim.

Verification and the Contractor Itemization

Contractor shall keep an itemized record of the Utility Crossing work done, noting any variations from the Utility Contract Drawings and Estimates. The itemized record shall be maintained and copies submitted monthly to Company and the City as the City Contract work progresses, or as otherwise agreed by Company and City Contractor.

Supporting Documentation for City Projects other than Spot Sewer Repair Contracts

The Contractor shall, at a minimum, submit the following supporting documentation with each invoice submitted to the Utility Company for payment:

- Utility Facility Crossing Support and Work Around Summary and “Drawing for Support and Work Around Invoice for Utility Facilities” identifying Company reimbursed work by type of facility, and shall include following:
 - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
 - Location and size of all Utility Crossings
 - Length of all Utility Crossings
- Photos of following Utility Crossings:
 - Utility Crossings where the size of the Facility varies from that shown on Utility Contract drawings or estimates; any change of measurement requires one photo per block per size variation.
 - Utility Crossings not shown on Company’s Utility Contract Drawings or estimates.
 - Parallel Utility Crossings showing measurements and potential facilities support
 - Utility Crossings six-feet (6’) or longer unless:
 - Shown on Utility Contract Drawings and/or estimates and no variance.
 - Facility is a lateral that is crossing the City main facility trench having 6 feet or greater trench width and crossing length does not exceed the trench width.

Supporting Documentation for Spot Sewer Repair Contracts

The Contractor shall, submit following documentation with each invoice submitted to the Company for payment for Spot Sewer Repair Contracts:

- Utility Facility Crossing Support and Work Around Summary.
- “Drawing for Support and Work Around Invoice for Utility Facilities” identifying company reimbursed work by block, type of facility and shall include following:
 - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
 - Location and size of all Utility Crossings
 - Length of all Utility Crossings.
 - Invoice and as-built templates should be utilized and all information filled out in its entirety (e.g. City Representative’s Name and Signature, Date, the Contractor’s Full Name, Signature, etc.)
- Photos of following Utility Crossings:
 - All Duct Bank Structures and related measurements
 - All Utility Crossings six-feet (6’) or greater in length
 - All unmarked active Utility Crossings that are supported
 - Each utility that varies in size and/or location from USA street marking(s).
- Underground Service Alert ticket number

Photos

All photos must include:

- Label with Utility Crossing Reference Number
- Name of Street or Intersection
- Above-ground picture that includes a landmark (street sign, or house) that helps identify location of the crossing.

Unexpected or Unidentified Facilities

If, during the course of the work, Contractor discovers an unexpected or unidentified interference, the Contractor shall immediately call this fact to the attention of all Utility Companies and appropriate City Departments. The City Departments and Utility Company shall have 48 hours from receipt of such notification including at least 8 working hours to determine ownership and provide direction to the Contractor for disposition of the facility that is not in direct conflict with City Project work and can be supported, worked around and protected in the trench. However, if the unidentified facility is in direct physical conflict with the City Project work and the Contractor cannot proceed further without resolution, the Utility Company and City Departments will visit the site as soon as possible within 24 hours from receipt of such notification to determine ownership and provide direction to the Contractor. The time allowance shall include at least 8 working hours. If the ownership of the unidentified facility is unknown, the Contractor shall call Underground Service Alert (USA) requesting Utility Agencies to visit the site to identify the ownership. If no determination can be made after the aforementioned procedure is followed, the Contractor will follow the direction of the City Representative or authorized designee to either remove the facility as abandoned or support and work around the facility. Disposition shall be in accordance with the applicable requirements of Section 00 73 20, Article 1.5, if such facilities are owned by companies other than listed above. If ownership is by one or more of the companies listed above, disposition shall be as hereinbefore set forth under the heading, "Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, But Ownership Known." If City Representative directs the contractor to support and work around a facility whose ownership is unknown and can not be confirmed that it is abandoned, support and work around work of such facility will be paid for by the City according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Contractor's profit and overhead.

Progress Payments

The payment agreement will specify that the Utility Company shall make progress payment for the utility crossing work within ninety (90) days of receipt of an invoice from the Contractor submitted along with the supporting documentation listed above. Contractor shall not seek payment from the City for the work related to support, work around and protection of utility facilities, and the City shall not have any obligation to pay the contractor for it.

III. METHOD OF DETERMINING UTILITY CROSSING COSTS

Fixed Price Schedule

The cost of support, work around and protection of utility mains, duct structures and services shall be based on the outside diameter or width of said Facilities and the length of the Utility Crossing.

In the following schedules the maximum outside diameter shall mean outside diameter of pipe, conduit, service, duct or main **excluding** any fittings, bells, or gate valves, and width shall mean the distance measured horizontally across the duct structure.

Cost of Utility Crossing = Fixed Cost + Support Cost**Group I: Length of Crossing less than Six (6) Feet**

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing
4 inches or less	\$736	0
Over 4 inches to 20 inches	\$736 + \$123 per inch over 4 inches	0
Over 20 inches	\$2,699 + \$204 per inch over 20 inches	0

Group II: Length of Crossing Six (6) Feet to Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Six Feet
4 inches or less	\$941	\$123
Over 4 inches to 20 inches	\$941 + \$131 per inch over 4 inches	\$123
Over 20 inches	\$3,034 + \$221 per inch over 20 inches	\$123

Group III: Length of Crossing Greater than Twelve (12) Feet

Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure	Fixed Cost	Support Cost Per Foot of Length of Crossing Over Twelve Feet
4 inches or less	\$1,677	\$164
Over 4 inches to 20 inches	\$1,677 + \$147 per inch over 4 inches	\$164
Over 20 inches	\$4,032 + \$245 per inch over 20 inches	\$204

SECTION U2. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC GAS AND ELECTRIC COMPANY (PG&E) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

The requirements for supporting, working around, and protecting existing Pacific Gas and Electric Company (PG&E) underground electric, gas and steam facilities are as follows:

For pipe and conduit in sizes up to and including 6 inches inside diameter, spans of less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the PG&E inspector through the City Representative. Spans of 6 feet and more, but not to exceed 12 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support joints, valves and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

For pipe and conduit in sizes larger than 6 inches inside diameter, spans shall be supported by beams with cables and turnbuckles located at intervals not to exceed ten times the diameter of the pipe measured in inches, unless otherwise directed by the City or PG&E inspector through the City Representative. Cable and turnbuckles shall be located to support joints, valves, and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

Concrete-encased duct lines and/or concrete-encased steam lines shall not be considered as self-supporting, but may be so designated by the City or PG&E inspector through the City Representative, upon a visual examination of the concrete envelope.

Beams, cables and turnbuckles for supporting steel pipe and/or conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Length of Span in Feet

Beams, cables and turnbuckles used for supporting cast iron pipe shall be adequately sized to insure that no deflection will occur.

Beams, cables and turnbuckles used for supporting concrete encased duct lines and/or concrete encased steam lines shall be adequately sized and spaced to insure that no deflection will occur.

For multi-way conduits, spacers shall be placed to maintain conduit separation at point of support. 2-inch x 4-inch wood softeners shall be used with all cable slings to prevent damage to pipe, coating, wrapping or concrete encasement. However, slings supporting unreinforced concrete encased pipe must also incorporate strongbacks to prevent cracking of concrete.

Contractor shall exercise due care to avoid damage to pipe and pipe coatings, wrapping or concrete encasement. To help prevent damage to gas pipelines and other PG&E underground utilities, call 811 at least two (2) working days before and up to fourteen (14) days in advance of an excavation so that all crossings can be verified. Should Contractor damage or displace any PG&E facility: move to a safe location, call 911, and then contact PG&E at 1-800-743-5000 (gas and electric facilities). Repairs or replacements will be made by the PG&E. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U3. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (AT&T) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**General**

The requirements for supporting, working around, and protecting existing AT&T underground facilities are as follows:

Requirements for Supporting AT&T Ducts

A single duct spanning less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the AT&T inspector through the City Representative.

A single duct spanning more than 6 feet shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct structures consisting of 2 or more single ducts not encased in concrete and spanning more than 4 feet, shall be banded with at least 2 bands and supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional set of bands, cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of 2 or more single ducts, encased in concrete and spanning more than 4 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span.

Multiple-duct structures of vitrified clay and/or concrete shall be supported for the complete width of the trench. The support shall consist of planking or beams equal in width to the width of the structure and banded to it. This structure in turn shall be supported by a beam with at least one cable and turnbuckle placed every 4 feet or fraction thereof so as to maintain the existing position and alignment of the duct structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting AT&T Ducts

Single ducts shall be protected if required. This determination will be made by the City or by the AT&T inspector through the City Representative.

Duct structures having top and bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the AT&T inspector through the City Representative.

All other multiple duct structures, with the exception of steel pipe in good condition, shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

Damage or Displacement of AT&T Facilities

Should Contractor damage or displace any AT&T owned facility, the Cable Maintenance Department of AT&T shall be notified immediately by calling 611, press Option 1, and then Option 5. Repairs or

replacements will be made by AT&T. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U4. SUPPORT, WORK AROUND, AND PROTECT EXISTING COMCAST CORP. (COMCAST) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS

General

The requirements for supporting, working around, and protecting existing Comcast underground facilities are as follows:

Requirements for Supporting Comcast Corp. Ducts

A single duct spanning less than six (6) feet shall be considered self-supporting, unless otherwise directed by the Comcast engineering coordinator or the Comcast inspector, through the City Representative.

A single duct spanning more than six (6) feet shall be supported by a beam with at least one cable and turnbuckle. For spans over twelve (12) feet, an additional cable and turnbuckle shall be installed for each additional six (6) feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct Structures consisting of two (2) or more single ducts spanning more than four (4) feet shall be banded with at least two (2) bands and supported by a beam with at least one (1) cable and turnbuckle. For spans over eight (8) feet an additional set of bands, cable, and turnbuckle shall be installed for each additional four (4) feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting Comcast Ducts

Single ducts shall be protected if required. This determination will be made by the Comcast engineering coordinator or by the Comcast Corp. inspector, through the City Representative.

Duct Structure having top and bottom wood planking will not require additional protection unless otherwise directed by the Comcast engineering coordinator or the Comcast Corp. inspector through the City Representative.

All other multiple duct structures shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

Damage or Displacement of Comcast Facilities

Should Contractor damage or displace any Comcast owned facility the proper authorities shall be notified immediately by calling 1-888-824-8399. Repairs or replacements will be made by Comcast. However, all expenses in connection therewith shall be borne solely by Contractor.

SECTION U5. SUPPORT, WORK AROUND, AND PROTECT EXISTING MUNI TRANSIT POWER (MTP) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**General**

The requirements for supporting, working around, and protecting existing Muni Transit Power (MTP) underground conduit and ducts are as follows:

Requirements for Supporting MTP Conduits and Ducts

Steel conduit spanning less than six feet shall be considered self-supporting unless otherwise directed by the City or by the MTP inspector through the City Representative.

Steel conduit spanning six feet and more shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional six feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Beams, cables and turnbuckles for supporting steel conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Spacers shall be placed between multiple conduits in a manner to maintain conduit separation at points of support.

Concrete-encased ducts spanning more than four feet shall be supported by a beam with at least one cable and turnbuckle. For spans over eight feet, an additional cable and turnbuckle shall be installed for each additional four feet or fraction thereof of span for the complete width of the excavation.

Beams, cables and turnbuckles for supporting concrete-encased duct lines shall be adequately sized and spaced to insure that no deflection will occur.

Contractor shall provide adequate support and protection to prevent differential movement at the juncture of manholes and duct banks.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

Requirements for Protecting MTP Conduits and Ducts

Steel conduit shall be protected if required. This determination will be made by the City or by the MTP inspector through the City Representative.

Duct structures having top and/or bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the MTP inspector through the City Representative.

All other duct structures, such as unprotected tile and the like, shall be adequately protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure. The top, bottom and sides shall be covered as necessary, depending on Contractor's operations and the conditions of the work.

Damage or Displacement of MTP Facilities

Should Contractor damage or displace any MTP-owned facility, John Orkes, Overhead Lines Superintendent of the Traction Power Group (TPG), shall be notified immediately by calling 1-415-554-9221.

Repairs or replacements will be made by MTP. However, all expenses in connection there with shall be borne solely by Contractor.

Conduits to Pole Risers to be Considered as Services

For the purpose of payment, conduits that run directly from a manhole or pull box to a pole riser shall be considered to be a service and will be paid for according to the Cost of Utility Crossing Schedule.

END OF SECTION

SECTION 00 73 25**ARCHAEOLOGICAL CONDITIONS****1.01 SUMMARY**

- A. This Section includes procedures to provide for protection, removal, or investigation of archaeological findings, and to provide Contractor such compensation or relief as may be appropriate for unforeseen Work or for Work suspension directed by the City under the provisions of the Contract Documents.
- B. Pursuant to the California Environmental Quality Act of 1970 and the National Historic Preservation Act of 1966 as amended (54 U.S.C. 306108), the City intends to provide for the preservation and protection of such material of an archaeological nature as may be of scientific or historical value.
- C. Pursuant to the California Public Resources Code Sections 5097.94 et seq. and California Health and Safety Code Section 7050.5., the City intends to protect Native American burials, skeletal remains, and associated grave goods encountered during construction, regardless of their antiquity, and to provide for the sensitive treatment and disposition of those remains.

1.02 GENERAL

- A. Collection of prehistoric, historic, or fossil material is strictly prohibited.
- B. Taking photos of prehistoric, historic, or fossil material and distribution of such, including online and posting to social media, is strictly prohibited.

1.03 DISCOVERY OF ARCHAEOLOGICAL FINDS

- A. If potential historical, architectural, archaeological, or cultural resources are discovered at the Site, the following procedures are to be instituted:
 - 1. Immediately report all historical, architectural, archaeological or cultural resources finds to the City Representative. Prehistoric finds, including human remains, shall also be reported to local Native American organizations by the City. Human remains shall also be reported to the San Francisco Coroner by the City.
 - 2. Immediately stop all Work within 25 feet of the discovery and demarcate the area for avoidance (e.g., fencing or other barrier).
 - 3. The City's Archeologist, while onsite, has the authority to verbally direct the Contractor to suspend Work.
 - 4. If the suspension will last more than 1 working day, the City Representative will also issue a written order to suspend Work in accordance with Paragraph 14.02 of Section 00 72 00 directing Contractor to cease all construction

operations only at the location of such potential historical, architectural, archaeological, or cultural resources finds.

5. If required by the nature of the discovery encountered and as directed by the City Representative, Contractor shall relocate Work and adjust its construction schedule to allow implementation of required archaeological treatment measures.
 6. Contractor shall provide safe access to the City's Archaeologist to document the discovery and take the steps necessary to ensure safe access.
 7. The City's Archaeologist will assess the significance of the find and immediately report it to the San Francisco Planning Department's Environmental Review Officer (ERO) or local authority, who will recommend specific additional measures as necessary to minimize potential effects on cultural resources. Such measures may include, but are not limited to, additional site security; changes to the Contractor's operations; on-site investigations by the City Archaeologist; and documentation, preservation, and recovery of cultural materials. Following implementation of required measures, City will send copies of reports related to the resource to the Planning Department and the Northwest Information Center of the California Historical Resources Information System.
- B. Contractor shall only resume Work in affected area upon verbal notification by the City Representative, including by the City's Archeologist. For suspension of Work lasting greater than 1 working day, the City Representative will also issue a written order to resume Work.
- C. Cost or time impacts as a result of a suspension under this Section shall be resolved as provided in Section 00 72 00 – refer to Article 6 for Changes and Article 13 for Claims.
- D. For Work suspensions, there shall be no compensation to Contractor for any delays up to a total of 20 working days due to the City Representative or City Archeological Monitor's order to suspend Work.

1.04 EXAMPLES OF ARCHEOLOGICAL RESOURCES

- A. Prehistoric-era Native American resources may include, but are not limited to, concentrations of shellfish remains; evidence of fire (e.g., ashes, charcoal, burnt earth, fire-cracked rocks); concentrations of bones; and artifacts (e.g., arrowheads, shell beads, stone mortars and pestles, humanly shaped rock).
- B. Historic-era resources may include, but are not limited to, cobblestones, old brick drainage catch basins, or railroad rail or ties; brick building foundation remains; trash pits, privies (outhouse holes); floor remains; wells, concentration of bottles, broken dishes, shoes, buttons; cut animal bones; hardware, household items, barrels, etc.; debris from the Great 1906 Earthquake and Fire (thick layers of burned building debris, charcoal, nails, fused glass, burned plaster, burned dishes, etc.); wood structural remains (planks, building, ship, wharf, etc.); clay roof/floor tiles; stone walls or footings; gravestones.

END OF
SECTION

SECTION 00 73 27**SPECIFIC PROJECT REQUIREMENTS****1.1 SUMMARY**

- A. This Section includes special project conditions, environmental mitigation measures, and requirements for accessibility, controlling construction noise, use of potable water for construction, excavation in the public right of way, and air and water quality to comply with City regulations affecting construction Work at the Site.
- B. All requirements in this Section are incidental work, unless specified otherwise.
- C. Any and all provisions herein shall be applicable as to all work performed within the City and County of San Francisco.
 - 1. As for work performed outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall comply with any and all applicable federal, state, and/or local regulations concerning any and all matters addressed by Section 00 73 27 herein.
 - 2. Contractor shall be solely responsible and fully liable for any and all failures to comply with the aforementioned regulations and shall unconditionally and fully indemnify the City for any damages resulting therefrom.
- D. Refer to Section 00 31 00, paragraph "Environmental Assessment Information" for Reference Documents that may include additional construction mitigation requirements.

1.2 PROJECT CONDITIONS

- A. Contractor shall be responsible for all costs necessary to prevent its operations from violating any federal, state, or local governmental regulations and the requirements of the Contract Documents.
- B. If Contractor does not observe said regulations or the requirements specified herein, or promptly take all required remedial actions to the City's satisfaction, the City will withhold progress payments to Contractor until satisfactory compliance has been accomplished.
- C. The City will monitor Contractor's adherence to the requirements specified herein and will report on Contractor's compliance pursuant to California Assembly Bill 3180 (chapter 1232).
 - 1. Said monitoring and reporting activities may include, but are not limited to, qualitative, quantitative and video observations and data collection on the impacts of noise, air quality, traffic, street pavement damage, water quality, archaeology, and hazardous materials.
 - 2. Contractor shall cooperate with such monitoring activities, provide access to the Work Site to establish and secure monitoring stations, and make its facilities and records available to the City for performing such monitoring.
- D. Contractor shall be informed about, coordinate, schedule, and perform Work in consideration of adjacent property owners and other activities and construction work in the area.
 - 1. Contractor will be granted an equitable time extension for Unavoidable Delays caused by the City subject to the provisions of Paragraph 7.02 of the General Conditions.

1.3 CONSTRUCTION NOISE REQUIREMENTS

- A. Contractor shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 274-72).
 - 1. Contractor shall be responsible for fines or violations pertaining to these ordinances, at no cost to the City.
 - 2. Provide advance notice to residents and affected businesses in the area of the Site of times, dates and location of construction activities.
 - 3. Coordinate and schedule Contractor's construction operations to conform to all City requirements and restrictions.
 - 4. Contractor shall implement mitigation controls to ensure compliance with the construction noise levels allowed. The maximum noise level from any powered construction equipment shall not be greater than 80dBA at 100 feet. This translates to 86dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
- B. Use appropriate construction methods and equipment and furnish and install acoustical barriers so that noise emanating from the construction will not exceed noise levels pursuant to the City's Noise Control Ordinance.
 - 1. Muffle and shield intakes and exhausts, shroud or shield impact tools, as feasible,
 - 2. Use electric-powered rather than diesel-powered construction equipment,
 - 3. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
 - 4. Equip pavement breakers and jackhammers with acoustically attenuating shield or shrouds.
 - 5. Select haul routes that minimize intrusion to residential areas.
 - 6. Select construction processes and techniques that create the lowest noise levels.
- C. Prepare a written Noise Control Program to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments as necessary. Implement the program and keep a copy at the project site to be submitted to the City Representative upon request.
- D. The City, at its own discretion, will monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to article 29 of the San Francisco Police Code, Contractor shall stop work for alternate methods and equipment or place restrictions on construction operations to further limit the noise as directed by the City.

1.4 NIGHT AND WEEKEND NOISE REQUIREMENTS

- A. Except as specifically set forth in these Specifications, Contractor shall not perform work between the hours of 8:00 p.m. and 7:00 a.m. of the following day if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property line, unless a noise permit therefor has been obtained pursuant to the Police Code section 2908.
 - 1. Apply for City noise permits through the City Representative at least 15 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend, and holiday work performed.
 - 2. If Contractor is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work between the hours of 8 p.m. and 7 a.m. or on weekends or holidays, the Contractor must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from

and approved by the Bureau of Street Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, CA 94103.

3. Refer to Section 00 72 00 for definition of Regular Working Hours.

1.5 REQUIREMENTS FOR PLACEMENT OF BARRICADES

- A. Comply with the requirements of San Francisco Department of Public Works Guidelines for the Placement of Barricades at Construction Sites (DPW Order No. 167,840). Refer to this website for a copy of DPW Order No. 167,840:
<http://www.sfpublishworks.org/services/project-manual-and-reference-documents>
- B. Provide and maintain at least one accessible path-of-travel for pedestrians around the construction site consistent with applicable federal, state, and local laws, including the Americans with Disabilities Act and the California Building Code (Title 24, Part 2, Accessibility Standards).
- C. Contractor will be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per calendar day for each day Contractor fails to comply with the requirements for accessibility and placement of barricades.

1.6 REQUIREMENTS FOR USING WATER FOR CONSTRUCTION

- A. Contractor shall comply with Article 21 of the San Francisco Public Works Code, which restricts the use of potable water for soil compaction and dust control activities to the extent not directly in conflict with any applicable federal, state, or local law.
- B. Contractor shall apply to the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) for a permit to use recycled water for soil compaction and dust control activities.
 1. Contractor shall submit a completed Recycled Water User Permit Application to the SFPUC WWE. The permit application can be downloaded at the following internet address: <http://sfwater.org/modules/showdocument.aspx?documentid=7234>. If SFPUC WWE approves the application, the Contractor will be issued a permit and provided instruction for use of the Recycled Water Fill Station.
 2. Contractor will be responsible for the handling and transportation of recycled water in accordance with the approved permit. Contractor will also be responsible for any permit and discharge fees.
 3. If the SFPUC denies the permit application because the use of recycled water falls within one or more of the restrictions of Title 22, Division 4, Chapter 3 of the California Code of Regulations, and the applicable General Order under which the SFPUC is bound at the time the application is processed, the permit application will be redirected for approval of potable water for these activities as directed in Paragraph C below.
- C. Potable Water:
 1. Contractors will be directed to the SFPUC, Customer Service Bureau (CSB), at 525 Golden Gate Avenue, San Francisco, to complete a potable hydrant meter application. Once the application has been completed and approved, CSB will provide Contractor with a receipt.

2. Contractor shall pay the costs of permit fees, connection fees, meters, and all water usage furnished by the SFPUC under the established water service account. The City will not reimburse these costs.
3. Contractor shall bring the receipt as proof of payment to the City Distribution Division (CDD) at 1990 Newcomb Street, San Francisco, to collect the hydrant meter. Contractor shall bring the meter to CDD monthly for readings and payments.

1.7 AIR QUALITY REQUIREMENTS

- A. The Contractor shall provide dust control measures during construction in accordance with the requirements of the Contract Documents. Prior to starting Work at the site, the Contractor shall prepare a Dust Control Program to minimize potential public health impacts associated with visible dust emissions and air quality pollutants. Said dust control program shall include measures to minimize impacts to sensitive receptors associated with exposure to respirable nuisance dust (PM10) and the following requirements to achieve a goal of "No Visible Emissions". The Contractor shall implement the dust control program for the project duration and maintain a copy at the project site to be submitted to the City Representative upon request.
- B. Comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171,378). Failure to comply with DPW Order No. 171,378 shall subject Contractor to fines of \$1,000 per day for each day a violation is not corrected.
 1. Minimize dust generation to reduce health risks to workers and the public.
 2. Mist the immediate demolition area with a water spray to prevent airborne dust particles.
 3. Perform continuous water spraying during dust generating activities. Mist or spray in such a way as to prevent puddling or generation of runoff.
 4. Use dust enclosures, curtains, and dust collectors as necessary to control dust. The City may request dust scrubbers installation during demolition to minimize dust migration in the project site's occupied areas.
 5. Minimize the amount of demolition debris stored at the Site. Remove demolition debris, with the exception of hazardous materials or suspected hazardous materials, from the Site no later than the end of each workday.
 6. If hazardous materials or suspected hazardous materials are stored on Site, store such materials in accordance with all applicable Cal/EPA regulations, including providing storage in proper containers and protection from exposure to the elements. Remove such materials from the Site as soon as possible for disposal or recycling in accordance with applicable laws and regulations.
 7. Keep the Site and adjacent areas clean and perform wet sweeping at the end of each shift.
 8. Load haul trucks, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
 9. Clean up spillage on City streets, whether directly or indirectly caused by Contractor's operations.
 10. Stockpiles soil, sand and other materials; shall be covered and protected at the end of the shift
- C. Comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) regulation 6 (for particulate matter and visible emissions), regulation 7 "Odorous Substances," regulation 11 "Hazardous Pollutants," and the California Health and Safety Code division 26 "Air Resource", chapter 3 "Emission Limitations", section 41700 "Prohibited

Conduct," and related regulations. Notify the BAAQMD 10 working days prior to commencing demolition or hazardous materials abatement work.

1. Such notification shall include the names and addresses of operations and persons responsible; description and location of the structure to be demolished or altered including size, age and prior use, and the approximate amount of friable asbestos; scheduled starting and completion dates of demolition or abatement; nature of planned work and methods to be employed; procedures to be employed to meet BAAQMD requirements; and the name and location of the disposal site.
 2. The BBAQMD randomly inspects removal operations and will respond to any complaints received. Cooperate and facilitate all BAAQMD authorized inspections.
- D. Implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
1. Preventing the accumulation of toxic concentrations of chemicals.
 2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
 3. Limiting vehicle speed limit on unpaved roads to 15 miles per hour (mph).
 4. Prohibiting idling motors when equipment is not in use or when truck are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
 5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
 6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
 7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
 8. Load haul trucks, excavated materials, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
 9. Clean up spillage on City streets promptly, whether directly or indirectly caused by Contractor's operations.
 10. Any stockpiles of excavated materials, backfill, import materials; sand, gravel, road base and soil shall be stored in staging areas approved by the City and shall be completely covered with a 10 ml (0.01 inch) polyethylene plastic or equivalent tarp and braced down and secured daily at the end of the shift. The Contractor shall maintain the covers throughout their use.
 11. During all excavation and dirt moving activities, wet sweep/vacuum the streets, sidewalks, paths and intersections where work is in progress at least three (3) times per shift per day and once at the end of the shift as directed by the City.
 12. For wet sweeping use a vacuum sweeper vehicle with sufficient suction to ensure that the vehicle does not blow dust towards neighboring businesses or residences. The city will evaluate the effectiveness of the Contractor's vacuum sweeper and, if necessary, will require the Contractor to provide a more powerful and effective vehicle.
 13. Vehicles entering or exiting construction areas shall travel at a speed of no more than 15 mph to minimize dust emissions and follow the approved traffic routes.
 14. Wheel washers shall be installed and used to clean truck and equipment tires leaving the construction site. If wheel washers cannot be installed, tires and spoils trucks shall be washed off before they re-enter City streets to minimize deposition of dust-causing materials.
 15. Wet down areas around soil improvement operations, visibly dry disturbed soil surface areas and visibly dry disturbed unpaved driveways at least three (3) times per shift per day or more as needed as directed by the City.

1.8 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

- A. Maintain work areas and adjacent public right-of-ways in orderly and safe condition. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis, and as often as determined by the City.
- B. Control the accumulation of waste materials and debris; collect waste from construction areas and the project site, daily. Remove accumulations of debris surplus materials and trash from the site at the end of each working day or at frequent intervals or as directed by the City. Burying or burning of trash and debris on the site is not permitted
- C. Perform the work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in work areas and adjacent areas.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose these types of materials in a lawful manner. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
- E. For storage areas, ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Contract.
 - 1. Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
 - 2. Immediately remove materials deposited outside of approved storage areas.

1.9 PARKING RESTRICTIONS

- A. Parking: Employees of the Contractor, sub-contractors, and suppliers shall not park their vehicles within the active construction area when they are currently working and where public access is prohibited. The Contractor shall provide parking for their employees at a site, which will not impact local public parking and transport employees between the parking area and the work.
- B. Vehicle Towing: When a vehicle is removed from a street at the request of the Contractor and a post-storage hearing determines that as a result of the Contractor's improper posting of required signs, reasonable grounds did not exist for removal, the responsible Contractor shall reimburse the City for cost incurred in storage and towing.

1.10 EXCAVATION REQUIREMENTS

- A. Comply with the regulations of California State Standard, CCR Title 8, Chapter 4, Section 1541, regarding coordination and safety of excavations near subsurface installations.
- B. Contractor shall obtain, review and comply with Article 2.4 "Excavation in the Public Right of Way" of the San Francisco Public Works Code as currently amended and applicable regulations of Public Works for excavating and restoring streets in the public right of way. Public Works Order No. 187,005 shall apply. Except for excavations specifically exempted by said article or by written waiver granted by Public Works, no excavation shall be performed in the public right of way under the jurisdiction of Public Works without a valid excavation permit issued by the San Francisco Public Works, Bureau of Street-use and Mapping, telephone (628) 271-2000.

1. Refer to Paragraph 3.06 of the General Conditions (Section 00 72 00) as amended in the Supplementary Conditions (Section 00 73 00) for permit procurement responsibilities.
 2. Keep copies of the excavation permit available at the Site for inspection by the City upon request.
 3. Excavation permits are not required for excavations completed within 24 hours to install parking meters, street lights, street trees, traffic signs, traffic signals, utility poles or to repair utility boxes in sidewalks; or excavations performed for the sole purpose of repairing sidewalks.
 4. For emergency excavations, necessary for protection of life or property, immediately notify Public Works, Bureau of Street-use and Mapping, and apply for an emergency permit within 4 hours after the department offices first open.
 5. Refer to the manual "Regulations for Excavating and Restoring Streets in San Francisco, DPW Order No. 187,005", for complete information about excavation code requirements. Copies of the manual may be purchased at Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, California 94103, telephone (628) 271-2000.
 6. Coordinate with the City and other contractors working at the Site to minimize impacts of the excavation work on the community and local businesses.
- C. Public Works Order No. 187,005 shall apply. In addition, the following requirements apply:
1. The depth of excavation shall not include thickness of roadway pavement section.
 2. For trenches 6 feet in depth or less, a compaction test shall be required at 100% of the backfill height.
 3. At a minimum, one compaction test shall be performed for every 150 lineal feet of main line trench length and at one (1) in four (4) service trenches (e.g. side sewer, water service, etc).
- D. Contractor shall submit to the City for review and approval all 30-Day and 10-Day public notices prior to issuance, distribution to the public, and commencement of work associated with excavations in accordance with article 2.4 of the San Francisco Public Works Code. 30 day public notices shall be distributed to property owners by U.S. mail. 10-Day public notices can be delivered or mailed. Such notices shall include the name, address, and 24-hour telephone number of Contractor's representative who will provide information to, and receive complaints from, the public concerning the excavation.
1. For excavations completed and restored in 2 to 14 calendar days, post and maintain notices every 100 feet along the block of excavation work at least 72 hours prior to starting excavation. Notices must be printed on 11-inch x 17-inch paper in letters at least 1-inch high and must contain:
 - a. The name, address, and telephone number of Contractor's representative;
 - b. A description of the project;
 - c. The start and completion dates of the project;
 - d. If cars will be towed during the entire construction period or during a specific time period.
 2. For excavations completed and restored in 15 calendar days or longer, provide written notice as follows:
 - a. Delivered by U.S. mail at least 30 calendar days but not more than 60 calendar days prior to starting excavation to:
 - (1) Property owners on the affected blocks;
 - (2) Affected neighborhood and merchant organizations listed in the City Planning Department's "Directory of Neighborhood Organization and Service Agencies;"
 - (3) San Francisco Bicycle Coalition and the San Francisco Bicycle Advisory Committee, when excavations occur on designated bicycle routes;
 - (4) Provide the City Representative with a copy of the mailing list;

- b. At least 10 calendar days but not more than 15 calendar days prior to starting construction, post and maintain notices every 100 feet along the block to be excavated and deliver the same notices to each dwelling unit on the block of excavation work.
 - c. Notices must contain:
 - (1) The name, address, and telephone number of Contractor's representative;
 - (2) A description of the project;
 - (3) The start and completion dates of the project;
 - (4) The name, address and 24 hour telephone number of a contact person.
 3. If the Contractor has not been actively performing Work on a block or intersection for a period of 60 consecutive calendar days or more, the Contractor shall reissue written 10-Day Notices prior to recommencing Work.
 4. For emergency excavation post and maintain notices every 100 feet along the block of excavation work as soon as possible but no later than 24 hours after start of construction Notices must be printed on 11-inch x 17-inch paper in letters at least 1-inch high and must contain.
 - a. The name, address, and telephone number of Contractor's representative;
 - b. A description of the emergency project;
 - c. The start and completion dates of the emergency project.
 - E. 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.
 - F. 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 Public Works. Refer to Section 01 55 26, Traffic Control, for specific requirements on non-skid metal plating.
 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.
 - G. 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 120 hours of backfilling excavation.
 4. Complete finished pavement within 120 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, 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.

1.11 REQUIREMENTS FOR PROTECTION OF SEWER SYSTEM

- A. Wastewater which is transferred from the Site during this Project shall meet the pre-treatment standards of the San Francisco Municipal Code, section 123, Industrial Waste Ordinance #19-92 and DPW Order No. 158,170 prior to discharge into the City's sewage system.
- B. Should wastewater become contaminated due to Contractor's operations all costs of satisfactory remediation and disposal shall be at no cost to the City. Such costs shall include, but not be limited to, all redesign, reconstruction and pre-treatment costs necessary to satisfy the requirements of the Industrial Waste Ordinance #19-92, and DPW Order No. 158,170.
- C. Should the existing wastewater be contaminated, or should it be uncontaminated but subsequently become contaminated due to conditions other than Contractor's operations, a Change Order will be issued as provided in Article 6 of the General Conditions for additional costs or time extension will be granted as provided in Article 7 of the General Conditions to pretreat the contaminated water prior to routing the flow into the sewer system or other approved disposal at the direction of the City.
- D. Contractor shall be responsible for obtaining and paying for all water discharge permits and for paying all sewer service charges, penalties and other incidental fees and expenses resulting from discharging wastewater into the City's sewerage system by Contractor's operations.

1. The application for such wastewater discharge permit shall be sent to:

San Francisco Public Utilities Commission
Wastewater Enterprise, Collection System Division
3801 3rd Street, Suite 600
San Francisco, CA 94124
Telephone (415) 695-7321

END OF SECTION

SECTION 00 73 41

AFFIRMATIVE ACTION AND SUBCONTRACTING REQUIREMENTS

1.1 SUMMARY

- A. This Section includes the California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) requirements and regulations, the City's requirements to comply with applicable portions of Articles 131 of Division II of the San Francisco Labor and Employment Code (formerly Chapter 12B of the San Francisco Administrative Code), and requirements from Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

1.2 FEMALE AND MINORITY GOALS

- D. In accordance with Section II, "Nondiscrimination", of Form FHWA 1273, the Contractor and all subcontractors must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- E. The goals for female and minority utilization, expressed in percentage terms for the Contractor's and subcontractor's aggregate workforce in each trade on all Federal-aid construction contracts and subcontracts that exceed \$10,000 in the covered area, are as follows:

Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
25.6%	6.9%

- F. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.
- G. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed
- H. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated

dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- I. As used in this Document, the "covered area" is the San Francisco-Oakland Standard Metropolitan Statistical Area.
- J. For each July during which work is performed under the contract, Contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

1.3 DBE PARTICIPATION GOAL

- A. Refer to the Advertisement for Bids for the Disadvantaged Business Enterprise (DBE) participation goal for this Contract.
- B. Only California Unified Certification Program (CUCP) certified DBE contractors and suppliers can be utilized to calculate towards the DBE participation.
- 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 DBE commitments.
- D. Questions regarding the DBE program for this Contract may be directed to:

Noel Aquino
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
Telephone: (415) 274-0526
Email: constructionbids@sfport.com

1.4 REFERENCES

- A. Part 26, title 49 CFR, "Participation By Disadvantaged Business Enterprises In Department Of Transportation Financial Assistance Programs," is incorporated herein by reference.
- B. The San Francisco Labor and Employment Code Article 131, excluding subsection 131.2 and deleting all references to "domestic partners" and "domestic partner status" in section 131.2 are incorporated herein by reference and made a part of the Contract. Copies of these documents are available upon request at the CMD Office.

1.5 SUBCONTRACTING REQUIREMENTS

- A. In accordance with California Public Contract Code section 6109, Contractor or its subcontractors who are ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7 are prohibited from performing Work on this Contract.
 1. A contract on this 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 contract, and any public money that may have been paid to a debarred subcontractor by Contractor on this Project shall be returned to the City.
 3. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on this Project.
 4. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work

as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

- B. In accordance with the requirements of Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA-1273, Section VI (Refer to Section 00 73 81), the Contractor shall perform not less than **30 percent** of the original contract work with the Contractor's own organization. The 25% limit specified in the Administrative Code Chapter 6.21, A(10) is superseded by this Federal requirement.
- C. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: The following requirements are made part of the Contract:
 - 1. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Caltrans DBE program. Such records shall be maintained for 3 years after the date of Final Completion.
 - 2. The contracting authority for this Contract shall submit to the CMD for approval all Change Orders that cumulatively increase the Contract Cost by more than 20 percent. The CMD will review the proposed Change Order to correct any contracting practices that exclude DBEs from new contracting opportunities.
 - 3. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
 - 4. Contractor shall file within 10 working days after receiving payment from the City an affidavit, under penalty of perjury, stating that Contractor has paid its subcontractors and providing the names and addresses of its subcontractors and the amount paid to each. Refer to Section 00 64 00, DBE Form 9.

1.7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

- A. Contractor is required to submit the attached CALTRANS Exhibit 17-O Form (see Section 00 64 00) when a firm certified as a DBE and doing work on this Contract during the course of the work becomes de-certified and when a non-DBE firm doing work on this Contract becomes certified as a DBE. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to Contractors of Federally funded projects that had a change in Certification status during the course of work of this Contract.

1.8 SUBCONTRACTOR AND DBE RECORDS

- A. Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor, regardless of tier. The records shall show the date of payment and the total dollar amount actually paid each DBE subcontractor or vendor. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- B. Upon completion of the Contract, Contractor shall prepare and submit to the City Representative Caltrans Exhibit 17-F Form (see Section 00 64 00), signed by Contractor or its authorized representative, summarizing and certifying the correctness of such records. The form shall be furnished to the City Representative within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.
- C. Prior to the fifteenth of each month, the Contractor shall submit documentation to the City Representative showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the City Representative showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease agreement.
- D. The Contractor shall also obtain and submit documentation to the City Representative showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the trucks for all trucks used during that month. This documentation shall be submitted on Caltrans Exhibit 16-Z (see Section 00 64 00).

1.9 CONTRACT MONITORING FORMS

- A. With each progress payment application, submit the following contract forms, properly completed and executed, to the Contract Compliance Officer at the address specified in Article 1.2 above with copies to City Representative:
 - 1. Form 7: Contractor/Joint Venture Partner and Subcontractor Participation Report (Section 00 64 00, DBE7) shall be completed and executed by Contractor, including each joint venture partner if applicable, and submitted to the City with its monthly progress payment application, providing complete information for the immediately preceding payment period to DBE joint venture partner and DBE subcontractors, suppliers, and truckers that are utilized on the Contract. Submit with copies of all documents indicated on Part 2 of Form 7 to the Resident Engineer, the CMD, and the City's DBE monitoring compliance consultant.
 - a. Contractor shall require all DBE subcontractors, lower-tier subcontractors, and suppliers to submit progress payments invoices on a monthly basis to the CMD with copies delivered to the City Representative.
 - b. If Contractor utilized DBE truckers to fulfill its DBE availability advisory percentage, Contractor shall require its DBE trucker to submit progress payment invoices as specified above.
 - 2. Form 8: Contractor Exit Report and Affidavit (Section 00 64 00, DBE8) shall be completed and executed by Contractor, including each joint venture partner if applicable, and submitted to the City with its final progress payment application. Submit to the City Representative and the CMD.
 - 3. Form 9: Subcontractor Payment Affidavit (Section 00 64 00, DBE9) shall be completed by Contractor and submitted to the City within 10 working days following receipt of each progress payment from the City.
 - 4. Form 10: Contract Amendment, Modification or Supplemental Change Orders (Section 00 64 00, DBE10).

1.10 PERFORMANCE OF SUBCONTRACTORS

- A. DBEs listed by Contractor in the "Local Agency Bidder DBE Commitment" form submitted with the Bid must perform the work or supply the materials for which they are listed. Contractor shall not terminate a DBE listed subcontractor for convenience and perform the work with its

own forces or obtain materials from other sources without prior written authorization from the City.

- B. The City grants authorization to use other forces or sources of materials for requests that show any of the following justifications:
1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
 2. Contractor stipulated a bond as a condition of executing the subcontract and the listed DBE fails to meet such bond requirements.
 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
 7. Listed DBE becomes bankrupt or insolvent.
 8. Listed DBE voluntarily withdraws with written notice from the Contract.
 9. Listed DBE is ineligible to receive credit for the type of work required.
 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
 11. City determines other document good cause.
- C. Contractor shall notify the original DBE subcontractor of its intent to use other forces or material sources and provide the reasons. Contractor shall provide the DBE subcontractor with 5 days to respond to Contractor's notice and advise Contractor and the City of the reasons why the use of other forces or sources of materials should not occur. Contractor's request to use other forces or material sources shall include:
1. One or more of the reasons listed in the preceding paragraph;
 2. Notices from Contractor to the DBE regarding the request;
 3. Notices from the DBEs to Contractor regarding the request.
- D. If a listed DBE subcontractor is terminated, Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.
- E. The substitute DBE must be certified as a DBE at the time of request for substitution.
- F. Unless the City authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the City will not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute

1.11 NONDISCRIMINATION

- A. Contractor, its subcontractors and suppliers on this Contract shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, ancestry, age, sexual orientation or disability. This includes employment, upgrading,

demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

- B. Contractor and its subcontractors shall send to each labor union with which they have a collective bargaining agreement a notice advising the union of their commitment under this Article "Nondiscrimination" and shall post copies of this notice in conspicuous places available to employees and applicants for employment. An CMD poster is available for this purpose and can be obtained at the CMD office.
- C. Refer to Section 00 73 80 for additional nondiscrimination requirements for federal-aid construction contracts.
- D. Noncompliance and Sanctions: A complaint of discrimination or noncompliance in employment initiated by any party after Contract award will be processed in accordance with the CMD Rules of Procedure, adopted pursuant to The San Francisco Labor and Employment Code Article 131. A finding of noncompliance may result in imposition of financial penalties and debarment from City contracting.

1.12 FEDERAL TRAINEE PROGRAM

- A. The goal for the number of trainees or apprentices to be trained under the requirements of this contract will be 6. On-the-job training requirements apply only to contracts in amount of \$200,000 or over, or when the contract duration is 100 working days or over.
- B. As part of Contractor's equal opportunity affirmative action program, Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classifications involved. Contractor has primary responsibility for meeting this training requirement.
- C. If Contractor subcontracts a contract part, Contractor shall determine how many trainees or apprentices are to be trained by the subcontractor. Contractor shall include these training requirements in its subcontract.
- D. Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training. Contractor shall distribute the number of apprentices or trainees among the work classifications on the basis of its needs and the availability of journeymen in the various classifications within a reasonable recruitment area.
- E. Before starting work, Contractor shall submit to the City:
 - 1. Number of apprentices or trainees to be trained for each classification.
 - 2. Training program to be used.
 - 3. Training starting date for each classification.
- F. Contractor shall obtain the City's approval for this submitted information before Contractor starts work. The City will credit the Contractor for each apprentice or trainee it employs on the work who is currently enrolled or becomes enrolled in an approved program.
- G. The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Contractor shall show that it has made the efforts. In making these efforts, Contractor shall not discriminate against any applicant for training.
- H. Contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
 2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.
- I. Contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Contractor's records must show the employee's answers to the questions.
- J. In Contractor's training program, Contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:
1. It is calculated to:
 - (a) Meet the Contractor's equal employment opportunity responsibilities.
 - (b) Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
 2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts.
- K. Contractor shall obtain the State's approval for its training program before it starts work involving the classification covered by the program.
- L. Contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.
- M. The City will reimburse the Contractor 80 cents per hour of training given an employee on this contract under an approved training program:
1. For on-site training.
 2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - (a) Contribute to the cost of the training.
 - (b) Provide the instruction to the apprentice or trainee.
 - (c) Pay the apprentice's or trainee's wages during the off-site training period.
 3. If Contractor complies to this section.
- N. Each apprentice or trainee must:
1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
 2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program.
- O. Furnish the apprentice or trainee:
1. Copy of the program you will comply with in providing the training.
 2. Certification showing the type and length of training satisfactorily completed.

END OF SECTION

SECTION 00 73 80

STATUTORY REQUIREMENTS
(FEDERAL FHWA)

1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. The Work of this Contract will be financed in part with federal funds. This Section includes statutes, rules, and regulations promulgated by the City, state and federal governments and applicable to work financed in whole or in part with federal funds and which are requirements for this Contract.
- C. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- D. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at https://codelibrary.amlegal.com/codes/san_francisco/latest/overview
- E. "Required Contract Provisions Federal-Aid Construction Contracts," Form FHWA-1273, revised May 1, 2012, appended to Section 00 52 00 – Agreement Form, are hereby made part of these conditions of the Contract.
 - 1. **Refer to Section 1, General, subparagraph 2, of Form FHWA-1273 which requires that the Contractor shall insert in each subcontract all the stipulations contained in the Required Contract Provisions, and further require their inclusion in any lower tier subcontracts or purchase orders. The Required Contract Provisions shall not be incorporated by reference in any case.** Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.
 - 2. Wherever in Form FHWA-1273 reference is made to "contracting agency," it shall be construed to mean the Port of San Francisco. Similarly, wherever in Form FHWA-1273 reference is made to "contracting officer," it shall be construed to mean the City Representative.

1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

1.3 NONDISCRIMINATION REQUIREMENTS

- A. DBE regulations require the following contract assurance statement in every DOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.”

- B. Refer to Form FHWA-1273, Section II which provides for Contractor’s policy of equal employment opportunity (EEO), designation of its EEO Officer, dissemination of its EEO policy, and specific action and documentation requirements for nondiscrimination in recruitment, personnel actions, training and promotion, union activities, and selection of subcontractors and suppliers.

- C. **Title VI Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.4 WAGE DETERMINATIONS

- A. Refer to Form FHWA-1273, Section IV which provides for payment of predetermined minimum wages under the Davis-Bacon Act. The Davis-Bacon Act of 1931 was enacted to prevent contractors from importing cheap labor from outside the area. The U.S. Department of Labor enforces these statutes and determined the minimum wage rates. The federal wage rates are determined by a review of payroll or a survey on wage data from active projects. Disputes involving wage rates shall be resolved using local agency – U.S. Department of Labor procedures.
- B. The "highest general prevailing rate of wages," referred to in Paragraph 11.01 of the General Conditions that are applicable to this Contract which is supported by federal funds, are the current General Wage Rate Determination made by the Director of the California Department of Industrial Relations and the Federal General Prevailing Wage Determinations of the Secretary of Labor under the Copeland Act.
- 1. The Federal General Prevailing Wage Determinations of the Secretary of Labor under the Copeland Act determined as of the date of advertisement are incorporated as part of the conditions of the Contract. Copies of the federal prevailing wage rates are appended at the end of Section 00 52 00.
 - 2. Where the minimum wage rate of pay for any classification differs among the state and federal wage rate determinations, the higher of the two rates shall prevail.
 - 3. In the event that the wage determination decision of the Secretary of Labor has been superseded by any subsequent wage determination decision(s) published up to and including 10 days prior to Bid opening, the most recent applicable wage decision shall be incorporated by reference, and Contractor agrees to be bound by it, regardless of what is contained in these Specifications.
 - 4. The minimum federal wage rates are available from the Department of Labor via the Internet at www.sam.gov.
 - 5. State prevailing wage rates are available from the State Department of Industrial Relations, Division of Labor Statistics, via the Internet at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
 - 6. Contractor intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft classification most closely related to it.

- C. The "highest general prevailing rate of wages," referred to in Paragraph 11.01 of the General Conditions that are applicable to this Contract which is supported by federal funds, are the current General Wage Rate Determination made by the Director of the California Department of Industrial Relations and the Federal General Prevailing Wage Determinations of the Secretary of Labor under the Copeland Act.

1.5 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Labor Code Article 111. The provisions of article 111, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein:

1.6 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Labor and Employment Code Article 121. The provisions of Article 121, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

1.7 MACBRIDE PRINCIPLES - NORTHERN IRELAND

- A. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement as though fully set forth. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride.

1.8 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

1.9 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in

Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

1.10 DRUG-FREE WORKPLACE

- A. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101et seq.), the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City or Port premises.

1.11 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

1.12 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
 - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
 - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
 - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

1.13 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.

1.14 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.

1.15 RESTRICTIONS ON THE USE OF PESTICIDES

- A. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Contractor shall not use or apply or allow the use or application of any pesticides on the Project, and shall not contract with any party to provide pest abatement or control services to the Project area, without first receiving City’s written approval of an integrated pest management plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Contractor may need to apply to the Project area, (ii) describes the steps Contractor will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the Contractor’s primary IPM contact person with the City. Contractor shall comply, and shall require all subcontractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Contractor were a City department. Among other matters, such provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (c) impose certain notice requirements, and (d) require Contractor to keep certain records and to report to City all pesticide use by Contractor or subcontractors. If Contractor or any subcontractor will apply pesticides to outdoor areas, Contractor must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation and any such pesticide application shall be made only by or under the supervision of a person holding a valid Qualified Applicator certificate or Qualified Applicator license under state Law. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

1.16 RESOURCE-EFFICIENT FACILITIES AND GREEN BUILDING REQUIREMENTS

- A. Contractor agrees to comply with all applicable provisions of Chapter 7 of the San Francisco Environment Code relating to resource-efficiency and green building design requirements.

1.17 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

1.18 SUNSHINE ORDINANCE

- A. Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

1.19 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

1.20 CLEAN CONSTRUCTION

- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code. The provisions of Section 6.25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100.00 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

1.21 CONSIDERATION OF SALARY HISTORY

- A. Contractor shall comply with San Francisco Labor and Employment Code Division II, Article 141 (formerly Administrative Code Chapter 12K), the Consideration of Salary History Ordinance or "Pay Parity Act." For each employment application to Contractor for work that relates to this Contract or for work to be performed in the City or on City property, Licensee is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant. Contractor shall not (1) ask such

applicants about their current or past salary or (2) disclose a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>.

1.22 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Article 142 "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code (Article 142), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at www.sf.gov/information/fair-chance-ordinance. A partial listing of some of Contractor's obligations under Article 142 is set forth in this Section. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Article 142 .
- B. The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Article 142 and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at

every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

- H. Contractor understands and agrees that if it fails to comply with the requirements of Article 142, the City shall have the right to pursue any rights or remedies available under Article 142, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

1.23 NONSEGREGATED FACILITIES

- A. Refer to Form FHWA-1273, Section III which provides that Contractor or its subcontractors and suppliers shall not maintain or provide for its employees any segregated facilities as defined therein at the site or at any other of its off-site establishments.
 1. Ensure that no employee will be denied access to adequate facilities on the basis of sex or disability.
 2. Obtain and maintain on file a certification of compliance with federal requirement for nonsegregated facilities from subcontractors and suppliers with contract amounts of \$10,000 or more.

1.24 SAFETY AND ACCIDENT PREVENTION

- A. Refer to Form FHWA-1273, Section VII. Compliance with all applicable construction safety, health, and sanitation standards, laws and regulations is solely Contractor's responsibility.

1.25 CLEAN AIR AND WATER POLLUTION CONTROL ACTS

- A. Refer to Form FHWA-1273, Section IX which provides that any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

1.26 FALSE STATEMENTS

- A. Contractor shall post at the job site in one or more readily available locations Form FHWA-1022 as specified in Form FHWA-1273, section VIII.
- B. False claims shall be fined under this title or imprisoned not more than 5 years or both.

1.27 DEBARMENT AND SUSPENSION

- A. Refer to Form FHWA-1273, Section X which shall apply to Contractor and its subcontractors and suppliers that are estimated to cost \$25,000 or more.

1.28 LOBBYING RESTRICTIONS

- A. Section 1352, Title 31 United States Code prohibits federal funds from being expended by the recipient or any lower-tier sub-recipient of a federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into any cooperative agreement. This statute further provides that if any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, a completed disclosure form as part of the bid documents.

- B. Refer to Form FHWA-1273, Section XI which shall apply to Contractor and its subcontractors and suppliers.
1. Incorporate certification of compliance on “Nonlobbying Certification for Federal-aid Contracts” form (Section 00 45 84) and Disclosure of Lobbying Activities form (Section 00 45 85) with attached instructions and in each Subcontract and lower tier subcontract with contract amounts exceeding \$100,000.
 2. Contractor, its Subcontractors and lower-tier subcontractors shall file a completed Disclosure of Lobbying Activities form at the end of each calendar quarter in which there occurs an event that requires disclosure or that materially affects the accuracy of the information contained in a disclosure form previously files of Contractor, its Subcontractors or lower-tier subcontractors.
 3. An event that materially affects the accuracy of the information reported includes:
 - a. a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. a change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

1.29 BUY AMERICA REQUIREMENTS

- A. Contractor’s attention is directed to the “Buy America” requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.
- B. Submit a “Certificate of Compliance” for steel and iron materials in accordance with Section 01 60 00 Product Requirements. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.
- C. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total Contract Cost or \$2,500, whichever is greater. Furnish documentation acceptable to the City Representative of the quantity and value of any foreign steel and iron prior to incorporating such materials into the Work.

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability:

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Definitions:

“Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 C.F.R. 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Buy America preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Manufactured products” means:

- (1) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 C.F.R. 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 C.F.R. 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

“Manufacturer” means the entity that performs the final manufacturing process that produces a manufactured product.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Produced in the United States” means:

- (1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) In the case of manufactured products:
 - (i) The product was manufactured in the United States; and
 - (ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The costs of components of a manufactured product are determined according to 2 C.F.R. 184.5.
- (3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See section 2 C.F.R. 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

1.30 RETAINAGE FROM PROGRESS PAYMENTS

- A. Pursuant to the provisions of Public Contract Code section 22300, substitution of securities for any moneys withheld by the City to ensure performance under the Contract is permitted 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 letter 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 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.

1.31 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

- A. A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

1.32 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

- A. The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

1.33 APPRENTICES

- A. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by contractors or subcontractors.
- B. Section 1777.5 requires in part that contractors or subcontractors shall apply for a certificate approving the contractor or subcontractor to employ and to train apprentices, and shall contribute to a fund to administer and conduct the apprenticeship program.
 1. Contractor shall be responsible for securing compliance with Labor Code section 1777.5 for all apprenticeable occupations.
- C. 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.

- D. Contractor, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide with all progress payment requests starting with the second such progress payment request satisfactory evidence to the City that it has contributed to the appropriate apprenticeship fund(s), and Contractor shall require its contractors and subcontractors who are not such 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.

1.34 CARGO PREFERENCE ACT REQUIREMENTS

- A. Contractor shall comply with the requirements of the Cargo Preference Act of 1954 and the implementing regulations in 46 CFR 381. By signing the Agreement, Contractor agrees:
1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

END OF SECTION

DELETE THIS PAGE

APPENDIX A HAS BEEN MOVED TO 00 52 00

SECTION 00 73 82

APPENDIX B: DAVIS-BACON ACT WAGE DETERMINATIONS, GENERAL DECISION

DELETE THIS PAGE

APPENDIX B HAS BEEN MOVED TO 00 52 00

END OF SECTION

