



**CITY AND COUNTY OF SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION  
WATER ENTERPRISE**



**DENNIS J. HERRERA  
GENERAL MANAGER**

**ALAN JOHANSON  
ASSISTANT GENERAL MANAGER  
INFRASTRUCTURE**

**STERN GROVE EMERGENCY SITE RESTORATION  
CONTRACT NO. WD-2888(E)  
SPECIFICATIONS**

**COPY NO. \_\_\_\_\_**

**PROJECT Number/ID: 10038008**

Each bid is to be enclosed in an envelope bearing the superscription:

"Bid for Stern Grove Emergency Site Restoration,  
Contract No. WD-2888(E)"

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## KEY CONTACTS AND DETAILS

### 1.01 SUMMARY

- A. This Section identifies the designated individuals to be contacted for assistance with any questions.
- B. Questions pertaining to compliance with the requirements of the San Francisco Contract Monitoring Division shall be referred to the Contract Compliance Officer identified in Article 1.03.

### 1.02 SFPUC - CONTRACT ADMINISTRATION BUREAU CONTACT

Derek Wong  
c/o SFPUC Contract Administration Bureau  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Email: [CAB@sfwater.org](mailto:CAB@sfwater.org)  
Direct: 415-551-4549

### 1.03 SAN FRANCISCO CONTRACT MONITORING DIVISION (CMD) – CONTRACT COMPLIANCE OFFICER

Nichole Truax  
Contract Monitoring Division  
525 Golden Gate Ave.  
San Francisco, CA 94102  
Direct: (415) 554-3104

### 1.04 WEBSITE ADDRESSES

- A. SFPUC CONTRACTS & BIDS  
<https://webapps.sfpuc.org/bids/>
- B. SFPUC BIDDER PRE-QUALIFICATION  
<https://sfpuc.org/construction-contracts/contract-opportunities-payments/prequalify-construction>
- C. S.F. CONTRACT MONITORING DIVISION (CMD)  
<http://www.sfgov.org/cmd> or <https://sfpuc.org/construction-contracts/contractor-assistance/local-business-enterprise-program>
- D. S.F OFFICE OF LABOR STANDARDS ENFORCEMENT – MINIMUM COMPENSATION ORDINANCE  
<http://sfgsa.org/index.aspx?page=391>
- E. S.F. HEALTH CARE ACCOUNTABILITY ORDINANCE  
<http://sfgsa.org/index.aspx?page=407>
- F. S.F. BUSINESS REGISTRATION CERTIFICATE  
<http://sfgov.org/tax>

- G. OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT (LOCAL  
HIRING)  
<https://oewd.org/local-hire>

END OF SECTION



## SEALS PAGE

The various portions of the specifications and other contract documents for “Stern Grove Emergency Site Restoration, Contract No. WD-2888(E)” have been prepared under the direction of the following design professionals, licensed in the State of California.

## PROJECT MANAGER

*Ryan A. Freeborn, P.E.*  
*City and County of San Francisco*  
*San Francisco Public Utilities Commission*  
*Project Management Bureau*  
*Responsible for the following specifications:*  
*Division 00*



## PROJECT ENGINEER

*Heather Manders, P.E.*  
*Engineering Management Bureau*  
*San Francisco Public Utilities Commission*  
*City and County of San Francisco*  
*Responsible for the following specifications:*  
*Division 01*



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Not Used

END OF SECTION



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WD-2888(E)

## LIST OF DRAWING SHEETS

### DRAWINGS

The following Drawings are incorporated as Contract Documents:

Not Used. Drawings will be issued with each CSO as necessary.

END OF SECTION





## SECTION 00 31 00

## AVAILABLE PROJECT INFORMATION

## 1.01 SUMMARY

- A. This Section describes Available Project Information 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.

## 1.02 GEOTECHNICAL REPORTS

- A. Not Used\

## 1.03 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:

<u>TITLE</u>	<u>PROJECT NO.</u>	<u>REVISION DATE</u>
--------------	--------------------	----------------------

1. Stern Grove Facility Improvement Project	2003.050	7/28/2004
---------------------------------------------	----------	-----------

- B. Copies of the above referenced documents are available for inspection by prospective Bidders at the SFPUC Contract Administration Bureau from the point of contact identified in Section 00 01 03.

## 1.04 ENVIRONMENTAL REPORTS

- A. A Statutory Exemption dated August 26, 2021, San Francisco Planning Department Case No. 2021-008765ENV has been prepared for the City for the Stern Grove Valve Failure Emergency Repairs.
- B. 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.
- C. Copies of the above referenced reports are available for inspection by prospective Bidders at the SFPUC Contract Administration Bureau from the point of contact identified in Section 00 01 03.

## 1.05 USE OF AVAILABLE PROJECT INFORMATION

- A. The foregoing Available Project Information is not part of the Contract Documents unless otherwise specified. The City does not warrant the completeness of the Available Project Information.

- B. The City makes no representation, either express or implied, that the conditions indicated in the drawings or records 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 Article 3.04 of General Conditions (Section 00 72 00).

END OF SECTION

## SECTION 00 43 36

## PROPOSED SUBCONTRACTORS FORM

This Section implements listing requirements for:

- A. Subcontractors: who will perform work in excess of one-half of one percent of the Total Bid Price [Admin. Code § 6.21(a)(9) and California Public Contract Code §§ 4100 – 4114];
- B. Local Business Enterprise (“LBE”): subcontractors, suppliers and service contractors, regardless of the dollar amount of subcontract work, for which Bidder seeks LBE credit [Admin. Code Ch. 14B]; and
- C. Mandatory DIR Subcontractor Registration with the California Department of Industrial Relations (“DIR”).

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

Bidder must submit with its Bid a subcontractor list using the form below. Bidder must identify each subcontractor<sup>1</sup> that will perform work in an amount in excess of one-half of one percent of Bidder's Total Bid Price. If this project involves the construction of streets, highways, or bridges, Bidder must submit with its Bid a subcontractor list, using the form below, identifying each subcontractor that will perform work in excess of one-half of one percent of the Total Bid Price or \$10,000, whichever is greater.

At a minimum, Bidder must provide the following information with its Bid for each listed subcontractor:

- i. Name [Box 2];
- ii. Address (place of business) [Box 3];
- iii. Phone Number [Box 5];
- iv. Email [Box 6]
- v. California Contractor's License Number [Box 8]; and
- vi. DIR Registration Number [Box 13].

Bidders must also provide the following information either with its Bid or within 24 hours of Bid opening for each listed subcontractor:

- i. Portion of Work (list scope and indicate Full or Partial) [Box 4]; and
- ii. Amount of Subcontract Work [Box 10].

Bidder may correct an inadvertent error in the listed California Contractor License Numbers and DIR Registration Numbers within 24 hours of Bid opening.

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

B. LBE Subcontractors, Suppliers and Service Contractors

At time of Bid, Bidder must also identify each LBE subcontractor<sup>2</sup>, supplier and service contractor (regardless of dollar amount of subcontract) for which Bidder seeks credit toward the LBE Subcontractor Participation Requirement; **however, there is no LBE Subcontracting Participation Requirement for this project.** At a minimum, Bidder must provide the following information on the subcontractor listing form submitted with its Bid for each LBE subcontractor:

- i. Type of Subcontractor [Box 1];
- ii. Name [Box 2];
- iii. Address (place of business) [Box 3];
- iv. Portion of Work (list scope and indicate Full or Partial) [Box 4];
- v. Phone Number [Box 5];
- vi. Email [Box 6];
- vii. California Contractor's License Number (as applicable) [Box 8];
- viii. Amount of Subcontract Work [Box 10]; and
- ix. DIR Registration Number (as applicable) [Box 13].

Bidders must provide the remaining LBE information [Boxes 11 and 12] either with its Bid or within 24 hours of Bid opening for each LBE listed.

Bidder's failure to provide the required above-referenced information with its Bid may result in a determination that Bidder has not met the LBE subcontracting participation requirement and, therefore, its Bid is non-responsive.

Bidder must satisfy the LBE Subcontracting Participation Requirement by using only CMD certified S.F. Small & Micro-LBEs (if applicable).

C. Mandatory DIR Subcontractor Registration

Bidder may not list a subcontractor for a public works project Bid unless the subcontractor is 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 that is not registered under § 1725.5 will not be grounds for a Bid protest or for determining a Bid nonresponsive if Bidder has met the conditions set forth in Labor Code § 1771.1(c)(1) or (2).

<sup>1</sup>For the purposes of Paragraph A, the term "subcontractor" shall mean a contractor as defined in Pub. Contract Code § 4113.

<sup>2</sup>For the purposes of Paragraph B, the term "subcontractor" shall mean a person as defined in Section 14B.2 of the Administrative Code.

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. DIR REGISTRATION NO.

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

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. DIR REGISTRATION NO.

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2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. DIR REGISTRATION NO.

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

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

**Page \_\_\_\_ of \_\_\_\_**

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. DIR REGISTRATION NO.

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

1. TYPE OF SUBCONTRACTOR: <input type="checkbox"/> First Tier; <input type="checkbox"/> Lower Tier; <input type="checkbox"/> Supplier; <input type="checkbox"/> Service Contractor (e.g. Trucker)		
2. SUBCONTRACTOR NAME		
3. ADDRESS		
4. PORTION OF WORK (SCOPE): <input type="checkbox"/> Full (one subcontractor); <input type="checkbox"/> Partial (multiple subcontractors)		
5. PHONE NO.	6. EMAIL	7. NOT USED
8. LICENSE NO.	9. SF BUSINESS TAX REG. NO.	10. AMOUNT OF SUB-CONTRACT WORK: \$
11. CERTIFIED LBE? <input type="checkbox"/> Yes; <input type="checkbox"/> No	12. IF LBE, CHECK ALL THAT APPLY: <input type="checkbox"/> MBE; <input type="checkbox"/> WBE; <input type="checkbox"/> OBE* <input type="checkbox"/> Small LBE; <input type="checkbox"/> Micro LBE; <input type="checkbox"/> SBA-LBE <input type="checkbox"/> SFPUC-LBE	13. DIR REGISTRATION NO.

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END OF SECTION

## SECTION 00 45 19

## NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code section 7106 the Bidder declares that its 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 a 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; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its 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.

Further, pursuant to San Francisco Administrative Code section 6.81, the Bidder declares that no representative of Bidder has engaged in collusion with any officer or representative of the City in the submission of its Bid or in preventing of any other being made, or in knowingly receiving preferential treatment by any officer or employee of the City, and acknowledges and agrees that for any Contract that the City may award to Bidder, if an authorized City representative finds that Bidder has colluded with or received preferential treatment by any officer or employee of the City, and if Bidder has not completed the contract work, the Board of Supervisors on the recommendation of the Mayor, Department Head or the board or commission concerned, may declare the contract null and void and no recovery shall be had thereon. Additionally, the City Attorney may take any appropriation action, y and any party or parties found to have engaged in such collusion shall not be permitted to participate in or to bid on any future Public Work, Improvement, or purchase to be made by the City.

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WD-2888(E)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

*Bidder must submit this completed form with the Agreement.*

END OF SECTION



## SECTION 00 45 60

## HIGHEST PREVAILING WAGE RATE CERTIFICATION

Bidder, \_\_\_\_\_, hereby acknowledges that Bidder has read San Francisco Charter section A7.204, Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq., and that, if awarded the Contract, Bidder will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Bidder is aware that failure to comply with such wage provision shall result in a forfeiture of back wages due plus the penalties as set forth in Labor Code section 1775, but not less than \$50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of San Francisco for a period of up to five years. Bidder further attests, by submitting the attached Agreement, that Bidder shall require from all its subcontractors that they acknowledge having read San Francisco Charter section A7.204, Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq., and that they will comply with the same requirements under this Contract.

\_\_\_\_\_  
Contractor's Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Telephone Number\_\_\_\_\_  
Contractor Name\_\_\_\_\_  
Date

*Bidder must submit this completed form with the Agreement.*

END OF SECTION



## SECTION 00 45 70

CERTIFICATE OF BIDDER REGARDING  
NONDISCRIMINATION IN CONTRACTS AND BENEFITS

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

- ☐ **CERTIFIED:** The San Francisco Contract Monitoring Division ("CMD") has certified that Bidder is in compliance with chapter 12B of the Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of Bid opening.
- ☐ **CERTIFICATION PENDING:** Bidder has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Bidder agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.
- ☐ **NOT CERTIFIED:** Bidder acknowledges that full compliance with chapter 12B of the Administrative Code is a condition precedent for award of the Contract, and if determined to be the low Bidder, Bidder will submit Form CMD-12B-101 and all required documentation within 5 working days after the date of Bid opening. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

Note: The text chapter 12B of the Administrative Code and Form CMD-12B-101 is available from the CMD, 30 Van Ness Avenue, Suite 200, San Francisco 94102-6020, telephone (415) 581-2310 and posted on the Web at <http://www.sfgov.org/cmd>. Compliance with the requirements of Chapter 12B is a condition precedent to receiving a contract. Non-compliant Bidders are advised to submit Form CMD-12B-101 and accompanying documentation to the CMD at the earliest possible opportunity to avoid delays in obtaining certification with these requirements; waiting to file during the 5 day period after Bid opening could cause delays.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

*Bidder must submit this completed form with the Agreement.*

END OF SECTION





# CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

## S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

(CMD-12B-101)

### ► Section 1. Vendor Information

Name of Company: \_\_\_\_\_

Name of Company Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

Union name(s): \_\_\_\_\_

DATE & TIME RECEIVED BY CMD  
(FOR CMD USE ONLY)

### ► Section 2. Compliance Questions

#### Question 1. Nondiscrimination – Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? **Please note:** a "YES" answer is required for compliance. Please answer yes or no to each category.

- |                   |                              |                             |                                        |                              |                             |
|-------------------|------------------------------|-----------------------------|----------------------------------------|------------------------------|-----------------------------|
| • Race            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sex                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Color           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sexual orientation                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Creed           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Gender identity (transgender status) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Religion        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Domestic partner status              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • National origin | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Marital status                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Ancestry        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Disability                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Age             | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • AIDS/HIV status                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Height          | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Weight                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? **Please note:** you must answer this question even if you do not intend to enter into any subcontracts.

☐ Yes ☐ No

#### Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

☐ Yes ☐ No

\*The term "Domestic Partner" includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admin. Code Ch. 12B.1(c).

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

**If you answered "NO" to both** Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

**If you answered "YES" to either** or both Questions 2A and 2B, please continue to Question 2C.

(OVER)

**Question 2. (continued)**

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
• Health Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dental Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vision Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dependent Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (CMD-12B-102) with all necessary attachments, and have your application approved by the Contract Monitoring Division. For more information, see Rules of Procedure section II B or contact the CMD.

### ► Section 3. Required Documentation

#### YOU MUST SUBMIT SUPPORTING DOCUMENTATION

**to verify each benefit marked in Question 2C.** Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a letter from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Equal Benefits Documentation Guide at <http://sfgsa.org/modules/showdocument.aspx?documentid=9560> or contact the CMD.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

### ► Section 4. Executing the Document

I declare 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

➔ **Submit this form and supporting documentation to:** Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-6020, or to [CMD.EqualBenefits@sfgov.org](mailto:CMD.EqualBenefits@sfgov.org) or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: [www.sfgov.org/CMD](http://www.sfgov.org/CMD).

☎ **For assistance** please contact the Contract Monitoring Division at 415-581-2310.



**City and County of San Francisco**  
London Breed, Mayor

**Contract Monitoring Division**  
Romulus Asenloo  
Director

## EQUAL BENEFITS DOCUMENTATION GUIDE

Benefit Type	Guidelines	Standard Documentation
Health Dental Vision Dependent Life Long-term Disability Long-term Care Accidental Death & Dismemberment Business Travel Accident Personal Travel Accident	<p>In a confirmation from an insurance carrier, "Domestic Partners" must be defined as: <b>"same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry."</b></p> <p>In addition, it must be confirmed that there are <b>no requirements for proof of relationship (such as an affidavit) or waiting periods that are not also applied to married couples.</b></p> <p>For insurance policies where continuation coverage is available to spouses and step-children, the insurer must confirm that <b>COBRA-like continuation coverage is available to domestic partners and their children.</b></p>	<p>Acceptable: the cover page, eligibility section, and other relevant sections (such as the COBRA section) of the Basic Plan Document, or you may submit a letter or email message from the insurance carrier (contact us for an example).</p> <p>Unacceptable: letters from brokers, enrollment forms, invoices, Summary Plan Descriptions.</p>
Retirement (Pension, 401(k), etc.)	Confirmation is needed that the distribution options are the same for spouse and non-spouse beneficiaries. (We already know that anyone may be designated as a beneficiary.)	A copy of the cover page and the distribution section of the Summary Plan Description or Basic Plan Document of your 401(k) or pension or savings plan(s). If you have a prototype plan, please include the Adoption Agreement.
Bereavement Leave Family Leave (including FMLA) Parental Leave Relocation and Travel Discounts, Facilities & Events	<p>Where the term "spouse" is used, the term "domestic partner" must be included.</p> <p>The definition of "immediate family" must be defined in the bereavement policy and if it includes in-laws, the equivalent members of a domestic partner's family must be explicitly included. <i>An example of a compliant definition is: the employee's spouse or domestic partner; a parent, child, or sibling of the employee, spouse or domestic partner; and the spouse or domestic partner of the employee's parents, children, or siblings.</i></p>	<p>A copy of your Employee handbook policies.</p> <p>When the term "Domestic Partners" is defined in an employee handbook, the following definition must be used: "same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry." Domestic partners must not be required to prove their relationship (such as with an affidavit) or subject to waiting periods unless a company provides proof that spouses are subject to the same requirements.</p>
Employee Assistance Program Credit Union	References to spouses must include references to domestic partners or household members.	A brochure or letter from the provider or policy from the employee handbook.
Child care	References to spouses must include references domestic partners.	A brochure or letter from the provider.
Union	Separate documentation must be submitted for union benefits.	Unions that recognize domestic partners have usually prepared a 1-page statement that is available upon request. If a union doesn't recognize domestic partners, call 415-581-2310 for assistance.
Other	If your firm offers other benefits, please specify what they are on the 12B Declaration and provide documentation.	Varies; call 415-581-2310 for assistance.





## SECTION 00 45 78

CERTIFICATE OF BIDDER REGARDING CONTRACTING IN STATES THAT ALLOW  
DISCRIMINATION

Bidder, hereby acknowledges that Bidder has read San Francisco Administrative Code Chapter 12X "Prohibiting City Travel and Contracting in States that Allow Discrimination" ("Chapter 12X") and understands that the City and County of San Francisco cannot enter into contracts with companies with United States headquarters in states that perpetuate discrimination ("Covered States") or where any or all of the work on the contract will be performed in Covered States.

I \_\_\_\_\_, certify that at the time of submitting my Bid, the address of the United States headquarters for my company is \_\_\_\_\_. I will notify the City if my company's headquarters moves. I also certify that none of the Work performed on this Contract will be performed in any Covered State.

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Position in Firm or Corporation

Note: A list of Covered States is available at: <https://sfgsa.org/chapter-12x-state-ban-list>

The text Chapter 12X is posted on the Web at:

[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12xprohibitingcitytravelandcontra?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sanc=JD\\_Chapter12X](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12xprohibitingcitytravelandcontra?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_Chapter12X)

*Bidder must submit this completed form with the Agreement.*

**END OF SECTION**



SECTION 00 45 82

CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION

I, \_\_\_\_\_, by signing the attached Agreement, under penalty of perjury, hereby certify, except as noted below, that the Bidder and/or 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 entered a guilty plea, been convicted of, or had a civil judgment rendered against any of us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; and/or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Bidder’s present responsibility;
- 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.

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 exception 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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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WD-2888(E)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

*Bidder must submit this completed form with the Agreement.*

END OF SECTION

## SECTION 00 45 85

## BUSINESS TAX REGISTRATION DECLARATION

I understand 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.

---

Bidder's Name

---

Name and Title of Signer

---

Bidder's Street Address

---

Bidder's City, State, ZIP

---

Bidder's Telephone No.

---

Signature of Bidder or Authorized Representative

---

Date

END OF SECTION





## Business Registration Certificate Requirement

Unless you have previously submitted this form, failure to complete the Declaration on the reverse and return this form to the Office of Contract Administration (OCA) with your bid will be a basis for rejection of the bid, and OCA will assume that your company does not intend to apply for a Business Registration Certificate.

### General

To receive an award, a vendor must have a current Business Registration Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) is pro-rated for new registrations, depending on when during the year you started your business in San Francisco, and is based on estimated tax liability for your payroll expense. To determine the registration fee due, you can check the website at <http://sfgov.org/tax/>. In addition, every business "conducting business in San Francisco" must file a combined Payroll Expense Tax Statement and Business Registration renewal on an annual basis. Businesses with a computed tax of \$2,500 or less are exempt from paying payroll expense tax if the statement is filed on time.

### Who must obtain a registration certificate?

Any business located, or conducting business, in San Francisco.

### What is "conducting business in San Francisco"?

Briefly, it means engaging in business in San Francisco, having met one or more of questions 1-7 on the reverse specifically relate to "conducting business."

### Are there exceptions?

Yes. A person receiving rental income solely from a cooperative housing corporation, or a residential structure of less than 4 units, or a residential condominium, shall not be deemed to be engaging in business.

### My business is not located in San Francisco. Is a registration certificate still required?

Yes, if the business "conducts business in San Francisco" All businesses, including those which do not "do business in San Francisco" but excluding government agencies, must sign and return the Declaration.

### What's involved in obtaining a registration certificate?

Obtaining a certificate is easy, but not automatic. Once the Tax Collector receives an application, the office must check the payment status of other taxes (Unsecured Personal Property Tax, Payroll/ Business Tax) and licenses or permits. If any tax or license/permit fee is delinquent, the certificate cannot be issued. Only when all taxes and fees are paid in full will the certificate be issued.

### Where do I obtain the certificate?

At the Tax Collector's Office. You would obtain an application form from, and submit it and the registration fee to:

Tax Collector's Office, Taxpayer Assistance  
City Hall, Room 140  
San Francisco, CA 94102-4696

### Do Company Divisions, Parents and Subsidiaries have to register separately?

That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

### Can I do business with the City without a certificate?

Not if you "conduct business in San Francisco." The City can make purchases from businesses only in the following situations:

- The business conducts business in San Francisco and has registered.
- The business does not conduct business in San Francisco and has signed the Declaration.
- The business is non-profit and tax-exempt, has signed the Declaration and has submitted an IRS exemption letter.
- The business is a government agency, bank, insurance company, or other listed exemption.
- There is an emergency. Although OCA can award the contract, the vendor may be subject to business taxes and required to possess a certificate.

These requirements cover service contracts, construction contracts and product purchases.

### What if my application is pending during a bid evaluation?

If you are the low Bidder on a City contract, and have applied for the certificate but your application has not yet been approved, the City may make the award to you if you sign the Declaration. If you have a receipt from the Tax Collector for the registration fee, submit a **copy** of the receipt with this form.

### What if I currently "do not conduct business in San Francisco," but if I win this bid, I will register?

You may answer the questions based on your current status, and you should not register at this time. If you win the bid, you should register with the Tax Collector.

### For more information

For information on how to apply for the certificate, call the Tax Collector's Office. For information on your eligibility to receive a particular award, call OCA. See the bottom of the reverse of this form.

### Completing the Declaration; Failure to do so

Unless you previously submitted this form, complete the Declaration and, if possible, return it **with your bid or quotation** in the envelope provided. If you submit this form separately, see the mailing address under "Routing" near the bottom of the reverse of this form.

If you do not complete and return this form, that will be a basis for OCA's rejecting the bid, and for assuming that your company should register but will not and therefore that the City cannot do business with you.

### If you submitted this form previously

If you submitted this form for an earlier transaction, and if your business tax status has not changed, please discard this form.

Please answer Yes or No to Questions 1-7, based on your company's situation *as of now*. If any answers would change if your company won a bid that is pending, you may submit a new form later.

Conducting Business in San Francisco

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	This person, business, or person's or business's employee:
<input type="checkbox"/>	<input type="checkbox"/>	1. Maintains, owns or leases a fixed place of business within San Francisco.
<input type="checkbox"/>	<input type="checkbox"/>	2. Regularly maintains a stock of tangible personal property in San Francisco for sale in the ordinary course of business.
<input type="checkbox"/>	<input type="checkbox"/>	3. In the ordinary course of business, employs or loans capital on property within San Francisco.
<input type="checkbox"/>	<input type="checkbox"/>	4. Solicits business, performs work, or renders services within the City on a regular bases for all or part of any seven or more separate days during one year (e.g., 4 employees in San Francisco for 2 days each constitute 8 separate days, and require a "yes" answer to this question). If a manufacturer does not conduct business in San Francisco but the manufacturer's independent representative does, only the representative must register.
<input type="checkbox"/>	<input type="checkbox"/>	5. Exercise corporate or franchise powers within the City for the benefit of the person.
<input type="checkbox"/>	<input type="checkbox"/>	6. Liquidate a business when the liquidators hold themselves out to the public as conducting a liquidated business.
<input type="checkbox"/>	<input type="checkbox"/>	7. Utilize the streets within the City and County of San Francisco in connection with the operation of motor vehicles for business purposes for all or part of any seven days during one year.

If you answered "no" to all Questions 1-7, ordinarily you are not conducting business in San Francisco, need not register with the Tax Collector and may omit items 8-15 following, but you must sign and return this Declaration. However, this is subject to review by the Tax Collector. **If you answered "yes" to any of the questions**, you must answer the remaining questions in this Declaration and, unless an exemption applies, **must register**.

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector.

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. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name of Company (please print)		(City)	(State)
_____	General Address {	Mailing Address for General Corresp., Purchase Orders, etc	
_____		_____	
Signature		City, State, ZIP	
Name of Signatory (please print)		Remittance Address, if different	
_____	Remit Address {	_____	
_____		_____	
Title		City, State, ZIP	
Telephone Number		Federal ID or Social Security Number	

**Routing**  
If you are registering, obtain an application from the Tax Collector's website (<http://sfgov.org/tax/>). **Do not send this P-25 form to the Tax Collector.** We encourage you to send this form **with your bid or quotation** in the envelope provided. If you submit this form separately, send it to: Office of Contract Administration, Business Tax Compliance, City Hall, Room 430, San Francisco, CA 94102-4685. If you submitted this form previously and if your business tax status has not changed, discard this form.

**For more information** - Regarding how to apply for a certificate, call the Tax Collector at (415) 554-6718 or (415) 554-4400. Regarding a bid, call the OCA at (415) 554-6743.

Tax-Exempt Businesses, Banks, Insurance Companies, Others

If you answer Yes to any of items 8-12, you still need to register but need not pay the registration fee. To register, you must submit proof of tax-exempt status to the Tax Collector, with other forms. Proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code. Also, submit this form and proof of tax-exempt status to the Office of Contract Administration (OCA).

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	8. This business is non-profit, tax-exempt.
<input type="checkbox"/>	<input type="checkbox"/>	9. This business is a bank or an insurance company. (If Yes, indicate your type of business:_____)
<input type="checkbox"/>	<input type="checkbox"/>	10. This business owner is visually impaired as licensed under Ch. 6A, Title 12 USC and Art. 5, Ch. 6, Part 2, Div. 10 of the CA Welfare & Institutions Code.
<input type="checkbox"/>	<input type="checkbox"/>	11. This business is a skilled nursing facility licensed under Title 22, CA Admin. Code, Div. 5.

Applying for a Business Registration Certificate

If you answered "yes" to any of Questions 1-7, and "no" to Questions 8-11, check item 12, 13, or 14 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for OCA to reject the bid.

<input type="checkbox"/>	<input type="checkbox"/>	12. This company has registered with the Tax Collector. Certificate # (6 digits, e.g., "123456").
<input type="checkbox"/>	<input type="checkbox"/>	13. This company applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on _____, 202_____. The application is pending. (NOTE: Completing this Declaration is not the same as applying for a Certificate.) If you submitted the application in person, please submit with this Declaration a copy of the fee receipt you received from the Tax Collector.
<input type="checkbox"/>	<input type="checkbox"/>	14. This company does not intend to apply for a certificate, although we do "conduct business in San Francisco."
<input type="checkbox"/>	<input type="checkbox"/>	15. This company currently does not need to register (answered "NO" to questions 1-7) but if awarded a bid, questions # would be answered "YES" and this company will register.



# CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



## CMD ATTACHMENT 1

### *Requirements for Construction Contracts*

For Contracts \$300,000 & over that are Advertised on or after August 1, 2016

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#### **PART I. GENERAL**

##### **1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B**

- A. To be eligible for this contract award, Bidders must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4, and Chapter 14B (where applicable), and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Bidder or contractor to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for bid discounts for CMD certified firms, subject to certain limitations and exceptions. The Certification application is available on the CMD website at <http://www.sfgov.org/cmd>.

**IMPORTANT NOTICE:** In this CMD Attachment 1, the term "LBE" refers to only San Francisco ("SF") CMD Certified LBEs and NPEs and, therefore, does not include SFPUC LBEs.

*For assistance with this CMD Attachment  
and/or assistance with the Equal Benefits Program,  
please contact the CMD Main Office at (415) 581-2310*

CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISIONCHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts***1.02 SUBMISSION OF CMD FORMS**

- A. Failure to complete or submit any of the forms may cause the Bidder to be deemed non-responsive and ineligible for contract award. For negotiated contracts: The schedule for the submission of forms will be established by the CMD in conjunction with the Contract Awarding Authority on a contract-by-contract basis.

**NOTE: FORM 2A: CMD LBE Subcontractor Participation Form** is no longer in use. The information previously required under that form shall be included by the Bidder as part of **DOCUMENT 00435 or Section 00 43 36** of the Bid Documents.

1. In addition to meeting the requirements of the "Subletting and Subcontracting Fair Practices Act," Bidder shall list on Document 00435 or Section 00 43 36 ALL LBE subcontractors, suppliers, and service contractors (such as truckers), including their respective subcontract dollar amounts and portion of work to be performed, it wishes to utilize toward the Contract's LBE Subcontracting Participation Requirement. Failure to include this information may make it impossible for the City to determine whether or not Bidder has met the LBE Subcontracting Participation Requirement, and the bid may be deemed non-responsive.
2. Bidders and subcontractors must be certified as LBEs on the bid due date to qualify for the bid discount or to qualify to meet the LBE Subcontracting Participation Requirement.
3. Any Bidder or subcontractor who is in the process of appealing the Director's denial of certification or revocation of certification shall not be considered an LBE.

**FORM 2A-A: CMD Construction Alternates Participation Form** is no longer in use. The information previously required under that form shall be included by the Bidder as part of **DOCUMENT 00435A or Section 00 43 37** of the bid specifications.

Bidder must complete and submit Document 00435A or Section 00 43 37 with its bid in order for the Bidder to receive credit for LBE participation on alternates. Compliance with the Subcontracting Participation Requirement is determined on the amount of the base bid. However, listed LBE subcontractor participation on City-selected alternates may be credited where the LBE Subcontracting Participation Requirement is not met on the base bid. LBEs that are listed on the base bid should be listed again on Document 00435A or Section 00 43 37 for each alternate on which they will be utilized. Failure to list LBEs on Document 00435A or Section 00 43 37 may result in their participation not being counted towards meeting the LBE Subcontracting Participation Requirement, even if the alternate is selected by the City.

- B. Submit the following CMD form with the bid:

**FORM 2B: CMD "Good Faith Outreach" Requirements Form:** Bidder shall meet the specified LBE Subcontractor Participation Requirement and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a Bidder does not demonstrate in its bid that Bidder exceeds the established LBE Subcontracting Participation Requirement by at least 35%, such Bidder must demonstrate adequate good faith efforts to meet the LBE Subcontracting Participation Requirement. Such Bidder must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Section B, items numbers 2 and 4 of Form 2B with its bid. Failure to meet the LBE Subcontracting Participation Requirement and demonstrate/document adequate good faith efforts shall cause the Bid to be determined non-responsive and rejected.

CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISIONCHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts*

If a Bidder demonstrates in its bid that it exceeds the established LBE Subcontracting Participation Requirement by 35% or more, such Bidder is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such Bidder shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME BIDDER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE Subcontracting Participation Requirement is 10%. Good faith efforts requirements will be waived if the Bidder:
  - 1) Meets the 10% LBE subcontracting participation requirement;
  - AND**
  - 2) Has total LBE participation that equals or exceeds 13.5% of the base bid amount. The 13.5% represents the 10% LBE Subcontracting Participation Requirement plus 35% of that 10% subcontracting requirements.

LBE Subcontracting Participation Requirements set for project	10.0%
35% of the 10% LBE subcontracting requirement	3.5%
<b>Total LBE participation must equal or exceed: 13.5%</b>	

- C. The apparent low Bidder must submit the following documentation and forms by 5:00 p.m. on the fifth business day following Bid opening. If the CMD determines that the Bidder is not acting in good faith in the timely and accurate submission of these forms, the bid may be determined non-responsive and rejected.

*Note:* No extensions of time to submit the documentation are permitted unless approved by CMD.

1. Documentation required under Section B, items 5 and 6 of CMD Form 2B (**unless Bidder meets the 35% exception described above and as set forth in Section 14B.8(B) of the Code**):
  - a. Copies of all written bids submitted, including those from non-LBEs;
  - b. If oral bids were received, a list of all such bids, including those from non-LBEs. The trade and dollar amount for each such bid must be specified; and
  - c. A full and complete statement of the reasons for selection of the subcontractors for each trade. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids.
2. **FORM 3: CMD Compliance Affidavit:** The Bidder shall sign the Affidavit under penalty of perjury.
3. **FORM 6: CMD LBE Subcontractor Participation Affidavit:** Completed copies of Form 6 and subcontractors' bid quotations must be submitted from all LBE subcontractors, suppliers and truckers listed to meet the subcontracting requirement, regardless of whether the participation is as a first-tier, or lower-tier subcontractor, supplier or trucker. Subcontractors are required to sign this form under penalty of perjury.
4. **FORM 6A: CMD LBE Trucking Form:** Bidder shall submit Form 6A if truckers are being used to meet the LBE requirement. Only CMD certified LBE truckers can be utilized to meet the LBE Subcontracting Participation Requirement.

**1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:**

Upon request from CMD, the Contractor must provide copies of certified payrolls for itself and all subcontractors. Failure to submit all required information in the LBE UTS or Contract Performance Forms as instructed may result in the withholding of progress payments and final payment pursuant to Chapter 14B.

**A. LBE Utilization Tracking System**

Information regarding the LBEUTS can be found at <http://www.sfgov.org/LBEUTS>

- 1. FORM 7: CMD Progress Payment Form:** Contractor shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing.
  - 2. FORM 9: CMD Payment Affidavit:** Following receipt of each progress payment from the Contract Awarding Authority, a Form 9 (or the information on Form 9) must be submitted online using the LBEUTS with the next progress payment request. Subcontractors are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to partial withholding of progress payment, even if there are no subcontractor payments for the reporting period.
- B. FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be completed for each LBE subcontractor and supplier (including lower-tier subcontractors & suppliers).**
- C. FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Contractor when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%.
- D.** Failure to submit all required information in the LBEUTS or any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments.

**1.04 "GOOD FAITH OUTREACH" REQUIREMENTS**

All Bidders shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Code to select subcontractors to meet the LBE Subcontracting Participation Requirement, unless a Bidder qualifies for the exception set forth in Section 14B.8(B) of the Code for Bidders that demonstrate in their bids that they exceed the established LBE Subcontracting Participation Requirement by 35% or more. Please see example in Section 1.02B above.

Under Section 14B.8(C) of the Code, bids that do not meet the LBE Subcontracting Participation Requirement set will be rejected as non-responsive unless the CMD Director finds that the Bidder diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the requirement resulted from an excusable error.

A Bidder must contact an LBE before listing that LBE as a subcontractor in the bid. A bid that fails to comply with this requirement will be rejected as non-responsive. Bidders are required to

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submit Form 2B and supporting documentation EVEN IF the LBE subcontracting participation requirement has been met.

## **1.05 NONCOMPLIANCE AND SANCTIONS**

### **A. Non-Compliance with Chapter 14B**

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing Rules and Regulations.
  - a. If the CMD Director determines that there is cause to believe that a contractor has failed to comply with any of the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the Contract Awarding Authority and attempt to resolve the non-compliance through conference and conciliation.
  - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall investigate and, where the Director so finds, issue a written Finding of Non-Compliance.
  - c. The Director's finding shall indicate whether the contractor acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the contractor acted in good faith, after affording the contractor notice and an opportunity to be heard, the Director shall recommend that the Contract Awarding Authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
  - a. Issuing an Order of Debarment prohibiting the contractor and affiliates from participating in City Contracting for a period not to exceed five years and terminating any existing contracts or subcontracts with the debarred contractor, in accordance with the Administrative Debarment provisions and procedures set forth in Administrative Code Chapter 28.
  - b. Determining that the contractor has failed to comply with the provisions of Chapter 14B, sanctions are as follows:
    - i) suspend a contract;
    - ii) withhold funds;
    - iii) assess penalties;
    - iv) debarment;
    - v) revoke CMD certification; or
    - vi) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the contractor's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
  - c. The Director's determination of non-compliance is subject to appeal the City Administrator pursuant to CMD Rules and Regulations.

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- d. An appeal by a contractor to the City Administrator shall not stay the Director's findings.
  - e. The CMD Director may require such reports, information and documentation from contractors, subcontractors, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.
- B. Procedure for the collection of penalties is as follows:
- 1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the contractor that a determination of non-compliance has been made and that all payments due the contractor shall be withheld.
  - 2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

**PART II. BID DISCOUNT**

**2.01 APPLICATION**

- A. **Eligibility for the LBE bid discount:** Certified Small or Micro-LBEs, SBA-LBEs, including certified non-profit organizations, are eligible for an LBE bid discount if the LBE is CMD certified in the type of work that is specified for the prime Bidder by the Contract Awarding Authority. A Bidder that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the bid is due is not an LBE and is not eligible to receive the bid discount even if the firm is later certified or ultimately prevails in its appeal.

Application of the bid discount shall be as follows:

- 1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal to \$400,000.** A 10% bid discount will apply to any bids submitted by CMD certified Small or Micro-LBEs. SBA-LBEs are not eligible for a bid discount.
- 2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000.** A 10% bid discount will apply to any bids submitted by CMD certified Small or Micro-LBEs. If, after the application of the 10% bid discount to bids submitted by Small or Micro-LBEs, the apparent low Bidder is not a Small or Micro-LBE, a 5% bid discount will be applied to any bid from an SBA-LBE in accordance with the procedures and limitations set forth in Section 14B.7(E) of the Code.
- 3. **Contracts with an Estimated Cost in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000.** A 2% bid discount will apply to any bid submitted by a Small LBE, Micro LBE and SBA-LBE.

**B. Discount not applicable**

Bid discounts are not applicable to contracts awarded by private non-profit agencies, regardless of whether or not government funding is involved, or whether or not the firms competing for contracts are for-profit businesses.

**PART III. LBE SUBCONTRACTOR PARTICIPATION****3.01 LBE SUBCONTRACTING PARTICIPATION REQUIREMENT**

**NOTE: FOR PURPOSES OF THE LBE SUBCONTRACTING REQUIREMENTS, "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE BID SPECIFICATIONS EXPRESSLY ALLOW FOR SBA-LBE SUBCONTRACTORS TO COUNT TOWARDS THE LBE PARTICIPATION REQUIREMENT**

**A. All Bidders must meet the LBE subcontractor participation requirement. In addition, all Bidders must demonstrate good faith efforts, unless a Bidder demonstrates in its bid that it exceeds the LBE subcontractor participation requirement by 35% or more. Please see example in Section 1.02B above.**

1. A Bidder's failure to meet the LBE subcontractor participation requirement may result in the rejection of its bid as non-responsive. Good faith efforts, if required, will be evaluated based on information submitted on Form 2B and submittal of the required good faith effort documentation.
2. Bidders shall submit the following **with their bids**:
  - a. Document 00435 (Subcontractor List) or **Section 00 43 36**, including identification of the particular LBE subcontractors to be used in performing the contract work, including first and lower tier subcontractors, suppliers, or service contractors such as truckers, and specifying for each the dollar amount of each subcontract and the portion of work to be performed. An LBE subcontractor must be CMD certified in the scope of work that the prime Bidder is listing the LBE subcontractor to perform in order to receive LBE credit.
  - b. Document 00435A (Subcontractor List for Alternate Work) or **Section 00 43 37** must be submitted with the bid in order for a Bidder to receive LBE subcontracting credit on City-selected alternates. Refer to 3.01B, below, for information regarding alternates and the LBE subcontracting participation requirement.
  - c. Form 2B (Good Faith Outreach Requirements Form) – all Bidders must submit. Bidders that do not qualify for the exemption set forth in Section 14B.8(B) of the Code shall submit supporting documentation as defined in Section 14B.8(E) of the Code. Refer to Form 2B for instructions specifying what supporting documentation must be submitted with the bid.
3. **Bidders are responsible for verifying the LBE status of a subcontractor or supplier immediately prior to submitting a bid.** A subcontractor that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the bid is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subcontracting participation requirement even if the firm is later certified or ultimately prevails in its appeal.

**B. Calculation of LBE subcontractor participation.** The CMD will calculate the participation of an LBE subcontractor toward meeting the specified requirement as follows:

**General Rules; Commercially Useful Function**

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1. All prime Bidders, including LBE prime Bidders, must meet the LBE subcontracting participation requirement. An LBE prime Bidder cannot count its own work towards meeting the LBE subcontracting participation requirement. A Small or Micro-LBE prime Bidder may, however, count its own work toward the 35% good faith efforts exception set forth in Section 14B.8(B) of the Code. Refer to Form 2B for instructions.
2. If a Bidder owns or controls or has any common ownership or control of more than one business, the Bidder will not receive LBE subcontracting credit if it lists such other firm(s) to meet the LBE subcontracting participation requirement when bidding as a prime. For purposes of determining ownership of a business, a business owned by the Bidder's spouse/domestic partner shall be deemed to be owned by the Bidder.
3. For a Bidder to receive credit toward the LBE subcontracting participation requirement, a listed LBE subcontractor must be CMD certified in the scopes of work/trade(s) specified on Document 00435 or Section 00 43 36.
  - a. An LBE subcontractor performs a Commercially Useful Function if it is directly responsible for providing the materials, equipment, supplies or services to the project as required by the bid and contract documents. To perform a Commercially Useful Function, an LBE subcontractor must be solely responsible for execution of a distinct element of the contract work, and must actually perform, manage and supervise the work involved in accordance with normal industry practice.
  - b. To determine whether an LBE subcontractor is performing a Commercially Useful Function, the CMD will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the LBE credit claimed for its performance of the work, and other relevant factors. What constitutes a Commercially Useful Function will vary depending on the type of LBE subcontractor (e.g., construction subcontractor, manufacturer, supplier, broker, or trucker).
  - c. An LBE subcontractor 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 LBE participation. In determining whether an LBE is such an extra participant, the CMD will examine similar transactions and determine whether or not non-LBEs would normally participate in such transactions.
4. Only the dollar amount of work to be performed by the LBE subcontractor will be credited toward meeting the LBE subcontractor participation requirement.
  - *Example:* Bidder lists an LBE subcontractor for \$1,000,000, but the LBE subcontractor will perform \$510,000 of that amount. The remaining \$490,000 will be further subcontracted out to a lower-tier non-LBE subcontractor. Only \$510,000 will be credited toward the LBE subcontracting participation requirement.
5. All work performed by lower-tier LBE subcontractors will be credited toward meeting the LBE subcontracting participation requirement provided that the lower-tier subcontractor was listed on Document 00435 or **Section 00 43 36** (or Document 00435A or **Section 00 43 37**, if applicable) at the time of bid.



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- *Example:* A non-LBE subcontractor is listed for \$1,000,000 and will perform \$800,000 of that amount. The remaining \$200,000 will be further subcontracted out to a lower-tier LBE subcontractor. Only \$200,000 will be credited toward the LBE subcontracting participation requirement, provided that the lower-tier LBE subcontractor was listed on Document 00435 or Section 00 43 36 at the time of bid.

Deletable Bid Items, Allowances, Contingency/Conditional & Alternate Bid Items

6. The CMD will calculate compliance with the LBE subcontracting participation requirement based on the total amount of a Bidder's base bid (including non-deletable bid items, deletable bid items, allowances, and all other items that contribute to the base bid amount). In addition, a Bidder must demonstrate good faith efforts to meet the LBE subcontracting participation requirement through LBE participation on the base bid. If a Bidder fails to meet the LBE subcontracting participation requirement through its base bid, the CMD will credit listed LBE subcontractor participation for alternates selected by the City for contract award toward the LBE subcontracting participation requirement. To receive LBE subcontracting credit for City-selected alternates, a Bidder must separately list LBE subcontractors that it will use for alternate work on Document 00435A or Section 00 43 37 (for alternates only) and submit the completed Document with its bid. If a Bidder lists an LBE subcontractor on Document 00435 or Section 00 43 36 and intends to use that LBE subcontractor for alternate work, the Bidder must separately list the LBE subcontractor on Document 00435A or Section 00 43 37 for each alternate on which the subcontractor will be used.
7. If a Bidder lists LBE subcontractors on Document 00435A or Section 00 43 37 to perform certain alternate work, but the City does not select the applicable alternate(s) for contract award, the Bidder will not receive LBE subcontracting credit for the listed subcontractors.
8. A Bidder shall not use deletable bid items, allowances or contingency/conditional bid items to fulfill the LBE subcontractor participation requirement.

LBE Construction Subcontractors

9. Bidders may receive 100% credit for CMD-certified LBE construction subcontractors that perform a Commercially Useful Function by supplying labor, materials and supplies for a discrete portion of the contract work performed in accordance with normal industry practice. To receive credit towards the LBE subcontracting participation requirement with respect to materials and supplies used for the contract work, the material and supplies must be of the type normally provided by the construction subcontractor in accordance with industry practice. In addition, with respect to materials and supplies, the LBE construction subcontractor must be responsible for negotiating price, determining quality and quantity, ordering the material and supplies, selecting a supplier or dealer from those available, installing the materials, and paying for the materials and supplies. To receive LBE subcontracting credit, the Bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
10. Bidders may receive 100% credit for LBE construction contractors that perform a Commercially Useful Function by supplying labor only for a discrete portion of the contract work in accordance with normal industry practice. To receive LBE subcontracting credit, the Bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

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**LBE Manufacturers**

11. If a Bidder obtains materials, supplies, articles or equipment directly from an LBE manufacturer certified by the CMD as a manufacturer of such items, 100% of the cost of the items will count toward the LBE subcontracting participation requirement, regardless of who installs such items. An LBE manufacturer is a firm that performs a Commercially Useful Function by operating or maintaining a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. To receive LBE subcontracting participation credit, the Bidder must list the LBE manufacturer on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

**LBE Suppliers**

12. If a Bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, 60% of the cost of the items will count toward the LBE subcontracting participation requirement if the LBE supplier performs a Commercially Useful Function by taking possession of the items and assuming the risk of their delivery. An LBE supplier is a firm with the financial and physical capability to purchase, to stock, and to distribute or sell the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract consistent with relevant industry practice in the usual course of business. No LBE subcontracting credit beyond 60% of the cost of materials, supplies, articles or equipment will be credited for any claimed services provided by the LBE supplier. To receive LBE subcontracting participation credit, the Bidder must list the LBE supplier on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
13. If a Bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, and the supplier performs a Commercially Useful Function by purchasing and selling the items, but does not take possession of the items and assume the risk of their delivery, then the LBE supplier is serving as a broker or agent, and only 5% of the cost of the materials or supplies will count toward the LBE subcontracting participation requirement. No LBE subcontracting credit beyond 5% of the cost of materials or supplies will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing or general maintenance) provided by the LBE supplier/broker. To receive LBE subcontracting credit, the Bidder must list the LBE supplier/broker on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
14. For CMD-certified LBE equipment rental firms, 60% of the equipment rental fee (current market rate) of equipment owned by the LBE equipment rental firm will be credited towards the LBE subcontracting participation requirement. To receive LBE subcontracting credit, the Bidder must list the LBE equipment rental firm on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

**Specially Manufactured Items**

15. The Instructions to Bidders or the Technical Specifications may list material, articles, equipment or other manufactured items that the City has designated as Specially Manufactured Items for the purposes of the LBE subcontracting participation requirement. A

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Specially Manufactured Item is an item that is either typically purchased by the prime contractor directly from the manufacturer or not supplied by suppliers or construction subcontractors in the usual course of business.

16. If the bid or contract documents expressly identify one or more Specially Manufactured Items, CMD will calculate LBE subcontracting credit for such items according to the following rules:
  - a. If a Specially Manufactured Item is manufactured by and purchased from a CMD-certified LBE manufacturer, 100% of the purchase order amount will be credited towards meeting the LBE subcontracting participation requirement, regardless of who installs the item. To receive LBE subcontracting credit, the Bidder must list the LBE manufacturer on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
  - b. If a Specially Manufactured Item is purchased from a CMD-certified LBE supplier, only 5% of the purchase price of the item will be credited towards meeting the LBE subcontracting participation requirement. No LBE participation credit beyond 5% of the purchase price will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing, and general maintenance) provided by the LBE supplier. To receive LBE subcontracting credit, the Bidder must list the LBE supplier on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
  - c. If a Specially Manufactured Item is supplied and installed by a CMD-certified LBE construction subcontractor, 5% of the purchase price of the item and 100% of the installation labor cost will be credited towards meeting the LBE subcontracting participation requirement, provided that installation by the construction subcontractor reflects normal industry practice. To receive LBE subcontracting credit, the Bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
  - d. A Bidder may receive full (100%) LBE subcontracting credit for any labor associated with the installation of a Specially Manufactured Item (regardless of the source of supply), provided the installation is performed by a CMD-certified construction subcontractor in accordance with normal industry practice. To receive LBE subcontracting credit, the Bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

**LBE Truckers**

17. CMD will count 100% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a LBE-owned cab and the driver of the cab is an employee/owner of the LBE trucking firm that owns the cab. CMD will count 60% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a non-LBE owned cab. CMD will count 60% credit toward the LBE requirement when a non-LBE owned trailer is pulled by a LBE owned cab. CMD will count 0% credit toward the LBE subcontracting participation requirement when a non-LBE-owned trailer is pulled by a non-LBE owned cab. To receive LBE subcontracting credit, the Bidder must list the LBE trucking firm on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

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18. In order to receive LBE subcontracting credit for Trucking and Hauling, the LBE must own the cab or trailer at the time of bid and be certified under the category "Trucking and Hauling" with the CMD's Certification Unit. The following items fall under the "Trucking and Hauling" category: cabs and trailers. Prior to the bid due date, the LBE must have provided ownership information and all necessary permits and registration for the Trucking and Hauling items that will be utilized for the project to CMD's Certification Unit which will verify and add this information to the certification file. During the course of the contract the CMD Director may authorize subcontracting credit for vehicles or equipment purchased or leased after the time of bid on a case by case basis.

Construction Equipment

19. Construction Equipment firms are firms that sell and/or rent construction equipment. For example, items such as storage tanks, grit separators, debris boxes, etc. are considered Construction Equipment and not under the "Trucking and Hauling" Category. If these items are utilized in conjunction with trucking and hauling operations, they are still classified in the Construction Equipment Category. In order to receive LBE subcontracting credit for these types of items, the LBE must be certified under the category of "Construction Equipment" with the CMD's Certification Unit at the time of bid.

Note: LBE firms in the "Construction Equipment" category are equipment sales and rental firms. For CMD certified LBE equipment rental firms, only 60% of the equipment rental fee (current market rate) will be credited towards the LBE subcontracting participation requirement.

- 3.02 Substitution, removal, or contract modification of LBE:** No LBE subcontractor, supplier, trucker or other business listed on Document 00435 or Section 00 43 36 (or Document 00435A or Section 00 43 37) shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Contractor must conduct good faith efforts to replace an LBE subcontractor with another LBE subcontractor to comply with the LBE participation requirements. In addition, any new subcontractors must have CMD's prior approval.

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**FORM 3: CMD COMPLIANCE AFFIDAVIT**

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

---

**Signature of Owner/Authorized Representative:** \_\_\_\_\_

**Owner/Authorized Representative (Print):** \_\_\_\_\_

**Name of Firm (Print):** \_\_\_\_\_

**Title and Position:** \_\_\_\_\_

**Address, City, ZIP** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Date:** \_\_\_\_\_



## SECTION 00 49 18

## REQUEST FOR PRODUCT SUBSTITUTION ("RFPS")

In accordance with California Public Contract Code Section 3400, the City will provide Contractor a period of 35 days after the date of Award for submission of data substantiating a request for a substitution with an "or equal" item. Refer to Division 01 for requirements for requesting substitutions. Any cost saving resulting from the substitution shall be split equally between the Contractor and the City. Should the City not approve the substitution, the Contractor has no claim for anticipated savings or profits.

Contract No.:	WD-2888(E)	RFPS No.	_____
Project Name:	Stern Grove Emergency Site Restoration		
Submitted By:	_____	Date:	_____
Spec. Section:	_____	Paragraph(s):	_____
Drawing Sheet:	_____	Detail(s):	_____

Proposed Substitution: \_\_\_\_\_  
 Manufacturer/Address/Phone: \_\_\_\_\_

Trade Name/Model No.: \_\_\_\_\_  
 On-Site Representative/Address/Phone: \_\_\_\_\_

Installer/Address/Phone: \_\_\_\_\_

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

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

Reason for not providing specified item: \_\_\_\_\_

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

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

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

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

Proposed substitution changes Contract Time:    \_\_\_ No    \_\_\_ Yes:

Add/Deduct \_\_\_\_\_ calendar days.

Supporting data attached:    \_\_\_ Product Data    \_\_\_ Drawings    \_\_\_ Test Reports    \_\_\_ Samples    \_\_\_ Other: \_\_\_\_\_

The undersigned certifies that:

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

Submitted by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Attachments \_\_\_\_\_  
\_\_\_\_\_

<p style="text-align: center;"><b>CITY’S REVIEW AND ACTION</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Substitution accepted - Make submittals in accordance with Division 01.</li><li><input type="checkbox"/> Substitution accepted as noted - Make corrections and submit in accordance with Division 01.</li><li><input type="checkbox"/> Substitution rejected - Use specified materials and equipment.</li><li><input type="checkbox"/> Substitution Request received too late - Use specified materials.</li></ul> <p>Signed _____ Date _____</p> <p>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.</p> <p>Additional Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

END OF SECTION



AMENDED IN COMMITTEE  
11/10/2021

FILE NO. 211082

RESOLUTION NO. 531-21

1 [Emergency Declaration - Tree Removal, Slope Repair and Debris Removal at Stern Grove -  
2 Total Estimated Cost Not to Exceed \$4,000,000]

3 **Resolution approving an emergency declaration of the San Francisco Public Utilities**  
4 **Commission pursuant to Administrative Code, Section 6.60, to contract resources for**  
5 **tree removal, slope repair and debris removal in Stern Grove, which was damaged by**  
6 **flooding caused by a failed air valve on a water transmission pipeline, with a total**  
7 **estimated cost not to exceed \$4,000,000.**

8  
9 WHEREAS, On August 23, 2020, San Francisco Public Utilities Commission (SFPUC)  
10 crews were working on a leaking air valve on a large 54-inch diameter water transmission  
11 pipeline at 22nd Avenue and Sloat Boulevard; while crews were tightening a bolt, the air valve  
12 failed, sending water into the air and flooding adjacent areas, particularly Stern Grove; and

13 WHEREAS, The water flow heavily eroded and gullied the steep slope on the south  
14 side of Stern Grove, which undermined approximately 63 tall eucalyptus trees on the slope  
15 and making the slope unstable; and

16 WHEREAS, Water and debris from the slope flowed down into and around the Concert  
17 Meadow covering the meadow, surrounding three backstage buildings and filling in the creeks  
18 and culverts that usually transport stormwater runoff away from the site; and

19 WHEREAS, The water flow impacted tree and slope stability and stormwater drainage,  
20 which made Stern Grove unsafe for public use until corrected; and

21 WHEREAS, Stern Grove provides vital greenspace for residents in the surrounding  
22 districts, and the San Francisco Recreation and Park Department, which manages the park,  
23 has worked to provide all San Francisco residents with access to a park within a 10-minute  
24 walk; and  
25

1 WHEREAS, Expedited restoration of the site will help the nonprofit Stern Grove  
2 Festival continue its 84-year tradition of providing free concerts in Stern Grove each summer;  
3 and

4 WHEREAS, Administrative Code, Chapter 6, Article IV, Section 6.60, authorizes  
5 department heads to declare an emergency and award a public work contract, exempt from  
6 the competitive bidding process, in the event of an actual emergency, which is defined to  
7 include, " ... [t]he breakdown or imminent breakdown of any plant, equipment, structure, street  
8 or public work necessitating immediate emergency repair or reconditioning to safeguard the  
9 lives or property of the citizens, or the property of the City and County, or to maintain the  
10 public health and welfare ..."; and

11 WHEREAS, On August 26, 2021, the SFPUC General Manager declared an  
12 emergency, which the President of the San Francisco Public Utilities Commission approved,  
13 to contract resources for tree removal, slope repair and debris removal in Stern Grove; and

14 WHEREAS, Administrative Code, Section 6.60(d), requires the SFPUC General  
15 Manager to seek the Board of Supervisors' approval in all cases where the estimated cost of  
16 the emergency work exceeds \$250,000; and

17 WHEREAS, The SFPUC General Manager estimates that the tree removal, slope  
18 repair and debris removal will not exceed \$4,000,000; and

19 WHEREAS, The SFPUC has engaged Hernandez Engineering, Inc., through an  
20 existing Job Order Contract ("JOC"), to secure the site, remove debris from the parking lot,  
21 Concert Meadow and Pine Lake, and restore backstage buildings to pre-existing conditions  
22 due to moisture damage; and

23 WHEREAS, Hernandez Engineering, Inc. will cease performing these scopes or work  
24 when it approaches the \$706,000 limit of its JOC; and

1 WHEREAS, Anvil Builders, Inc. has an excellent safety record, is familiar with CCSF  
2 and SFPUC contracting, has just completed a project, and has immediate capacity; and

3 WHEREAS, The SFPUC has selected Anvil Builders, Inc. to take over and complete  
4 the scopes of work begun by Hernandez; and

5 WHEREAS, Anvil Builders, Inc. will be responsible for phased removal of the  
6 hazardous trees, completing engineered slope repair, tennis court restoration, planting and  
7 reseeding of the impacted slope and meadow, and refurbishing any damaged structures, with  
8 the overall goal of restoring the site to pre-existing conditions; and

9 WHEREAS, The Controller has certified that funds are available for this emergency  
10 work and contract; now, therefore, be it

11 RESOLVED, That the Board of Supervisors approves, under Administrative Code,  
12 Section 6.60, the SFPUC General Manager's emergency determination dated August 26,  
13 2021 to contract for tree removal, slope repair, and debris removal in Stern Grove, for a total  
14 cost not to exceed \$4,000,000; and hereby authorizes the General Manager to use any  
15 source of available water enterprise funds for such purposes without regard to any provisions  
16 of Charter, Section 8B-124; provided however that such engineering and/or planning  
17 certifications will be obtained by the General Manager as soon as practical and filed with the  
18 Clerk of the Board in File No. 211082; and, be it

19 FURTHER RESOLVED, That once the emergency work is completed, the SFPUC will  
20 submit a report to the Board of Supervisors, providing photos and details of the improvements  
21 and repairs made to the site, including a section on lessons learned and proactive measures  
22 to prevent similar large water main failures in the future; and

23 FURTHER RESOLVED, That the Board of Supervisors ratifies actions taken to date by  
24 the San Francisco Public Utilities Commission to address such emergency work and resolve  
25 the emergency condition.

RECOMMENDED:

FUNDS AVAILABLE:

/s/

/s/

DENNIS HERRERA

BEN ROSENFELD

General Manager of the SFPUC

Controller



**City and County of San Francisco**  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 211082

**Date Passed:** November 16, 2021

Resolution approving an emergency declaration of the San Francisco Public Utilities Commission pursuant to Administrative Code, Section 6.60, to contract resources for tree removal, slope repair and debris removal in Stern Grove, which was damaged by flooding caused by a failed air valve on a water transmission pipeline, with a total estimated cost not to exceed \$4,000,000.

November 10, 2021 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 10, 2021 Budget and Finance Committee - RECOMMENDED AS AMENDED

November 16, 2021 Board of Supervisors - ADOPTED

Ayes: 10 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Safai, Stefani and Walton  
Excused: 1 - Ronen

File No. 211082

I hereby certify that the foregoing  
Resolution was ADOPTED on 11/16/2021 by  
the Board of Supervisors of the City and  
County of San Francisco.

A handwritten signature in cursive script, appearing to read "Angela Calvillo".

*f* Angela Calvillo  
Clerk of the Board

A handwritten signature in cursive script, appearing to read "London N. Breed".

London N. Breed  
Mayor

11/24/21

Date Approved

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT is made for the convenience of the parties this 17<sup>th</sup> day of December, 2021 by and between Anvil Builders, Inc., located at 1475 Donner Avenue, San Francisco, CA 94124 (“CONTRACTOR” or “Anvil”), and the City and County of San Francisco, State of California (the “CITY”), acting through the General Manager (the “GENERAL MANAGER”) of the San Francisco Public Utilities Commission (the “SFPUC”), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 26th day of August, 2021, SFPUC’s General Manager issued a Declaration of Emergency following the failure of an air valve along the SFPUC’s San Andreas Pipeline No. 2 and subsequent flooding of areas surrounding the intersection of 22nd Avenue and Sloat Boulevard, including Sigmund Stern Grove, which is a park operated and managed by the San Francisco Recreation and Parks Department; and

WHEREAS, the President of SFPUC approved the Declaration of Emergency, a copy of which is attached hereto; and

WHEREAS, on November 16, 2021, as set forth in Resolution No. 531-21, the San Francisco Board of Supervisors approved an emergency declaration of the San Francisco Public Utilities Commission pursuant to Administrative Code, Section 6.60, to enter into contracts for tree removal, slope repair and debris removal in Stern Grove, which was damaged by flooding caused by a failed air valve on a water transmission pipeline, with a total estimated cost not to exceed \$4,000,000; and

WHEREAS, on August 27, 2021, SFPUC authorized Hernandez Engineering (Hernandez) to start emergency work, including, but not limited to, removing and stockpiling of soil deposited on site from the flood event, interior building remediations serveries, site security fencing, and procurement of temporary equipment storage facilities, under existing SFPUC Job Order Contract JOC-70.

WHEREAS, The SFPUC has selected Anvil to take over and complete the scopes of work begun by Hernandez; and

WHEREAS, Anvil will be responsible for phased removal of the hazardous trees, completing engineered slope repair, tennis court restoration, planting and reseedling of the impacted slope and meadow, and refurbishing any damaged structures, with the overall goal of restoring the site to pre-existing conditions.

**Stern Grove Emergency Site Restoration  
Contract No. WD-2888(E)**

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 GENERAL MANAGER, 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 GENERAL MANAGER.

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 As-Needed Contracting. CONTRACTOR acknowledges and agrees that the specific scope of Work for this AGREEMENT will be finalized and authorized incrementally through individual Contract Service Orders. The services outlined in Section 01 11 00 (Summary of Work) are intended as summary descriptions of the types of services that CONTRACTOR may perform as part of the Contract Service Order.
- 1.02 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).
- 1.03 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project for each Contract Service Order 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. The Contract Term begins on the date this Contract is certified by the Controller and continues for 300 calendar days or when the cumulative value of issued Contract Service Orders equals the Maximum Total Contract Value. In accordance with Administrative Code Section 6.64, the Contract Term shall not exceed five (5) years including any amendments, and the City may not issue any new Contract Service Orders more than four (4) years after the date the Controller certifies this AGREEMENT.
- 2.02 Completion Dates. Each Contract Service Order will state a duration to complete the work included the Contract Service Order, which may include a duration for Substantial Completion or milestones as applicable to the Contract Service Order. Contractor shall Substantially Complete the Work within the time(s) expressed in each Contract Service Order, beginning with and including the official date of Notice to Proceed as established by each Contract Service Order, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within the time limit identified in each Contract Service Order. Contract Service Order Time begins with the issuance of the Contract Service Order Notice to Proceed and expires on the date indicated on the Contract Service Order Notice to Proceed letter.
- 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 that will 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 after the durations stated in Contract Service Orders expires during which Work remains incomplete.

### ARTICLE 3 – CONTRACT SUM

3.01 Maximum Contract Amount. The amount City will pay to CONTRACTOR for all Work performed under this Agreement shall not exceed \$3,294,000.00 (the "Maximum Contract Amount"). The Maximum Contract Amount reflects the total budget available for the Agreement. In accordance with Administrative Code Section 6.64, cumulative modifications to the Contract may not exceed 150% of the Maximum Contract Amount.

3.02 Contract Sum.

A. The Contract Sum reflects the total amount payable to CONTRACTOR under the Agreement based on the Contract Service Order(s) performed by CONTRACTOR and accepted by the CITY. The CITY will adjust the Contract Sum during the course of the project to reflect actual quantities of Work performed and accepted by the CITY. If, upon completion of all Work under this Contract, the final Contract Sum is less than the Maximum Contract Amount (including any authorized modifications), the difference between the final Contract Sum and the Maximum Contract Amount will accrue to the benefit of the CITY.

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 price(s) and amount set forth in Contract Service Order(s) performed by CONTRACTOR and accepted by the CITY.

3.03 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 Administrative Code, including section 6.22(e). In addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, Administrative Code Section 6.22(g) and Chapter 82. Refer to Section 00 73 30 for further information.

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be



changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94102.

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, e-mail or by fax, and shall be addressed as follows:

To CITY: *Contact the designated City Representative*

To CONTRACTOR: Anvil Builders, Inc.  
(Contractor's name)

1475 Donner Ave., San Francisco, CA 94124  
(Contractor's mailing address)

estimating@anvilbuilders.com  
(Contractor's e-mail address)

(415) 285-5000  
(Contractor's fax no.)

- 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 – BONDS

- 6.01 Bonds. CONTRACTOR shall furnish and maintain (1) a corporate surety bond to guarantee the faithful performance of the AGREEMENT (“Performance Bond”) and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the AGREEMENT (“Payment Bond”), each in an amount of not less than 50% of the Maximum Contract Amount, with CONTRACTOR as Principal and the SFPUC as sole obligee in the form provided by the SFPUC (Section 00 61 13), in conformance with the bond requirements under Article 10 of the General Conditions (Section 00 72 00). CONTRACTOR shall furnish the Performance and Payment Bonds with the execution of the AGREEMENT.
- A. CONTRACTOR agrees that it shall furnish riders for the Performance Bond and the Payment Bond (collectively, the “Bonds”) each in an amount of 100% of the Maximum Contract Amount, including any modifications, prior to the City’s issuance of any Contract Service Order(s) authorizing Work that would cause the cumulative value of all authorized Work to exceed the amount of the existing Bonds. City shall not issue any Contract Service Order(s) that would cause the amount owed by the City under the Agreement to exceed the amount of the existing Bonds. Contractor shall not initiate performance of any Work that is not fully bonded (100%) by the amounts of the Bonds. Contractor shall furnish riders for the Bonds necessary for its Work under the Agreement to be fully bonded (100% of the value of Work) at all times.

## ARTICLE 7 – TERMINATION AND SURVIVAL

- 7.01 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).
- 7.02 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.

Executed on 12/23/21, 202 21

(415) 285-5000

Telephone Number

84334

S.F. Business Tax Registration Certificate Number

Anvil Builders, Inc.

Name of Firm or Corporation

DocuSigned by:

Alan Guy

(signed) Bidder or Authorized Representative

President

Position in Firm or Corporation

1475 Donner Ave., San Francisco, CA 94124  
 Address of Firm or Corporation Zip Code

952883  
 Contractor's California License No.

09/30/2022  
 License Expiration Date

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

**CONTRACTOR:**

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of California Labor Code Section 3700 of the Labor Code that 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.

**CITY**

DocuSigned by:  
 By: Dennis J. Herrera  
 6619F304C40A4DA  
 General Manager, San Francisco Public Utilities  
 Commission

Approved as to form:  
 David Chiu  
 City Attorney

DocuSigned by:  
 By: Randy Parent  
 0BC11F915778410...  
 Deputy City Attorney  
Randy Parent  
 Print Name

**ANVIL BUILDERS, INC.**

DocuSigned by:  
 Principal  
 By: Alan Guy  
 564F308C40B64FB...  
 President  
 Title  
Alan Guy  
 Print Name

END OF SECTION

**Bond executed in Duplicate**

Copyright ©2021 City &amp; County of San Francisco

**Bond No.: 30139884****Premium: \$30,000.00**

WD-2888(E)

## SECTION 00 61 13

## PERFORMANCE AND PAYMENT BOND FORM

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

**Anvil Builders Inc.**


---

hereinafter designated as the "Principal", a Contract for:

**Stern Grove Emergency Site Restoration  
Contract No. WD-2888(E) (Award \$3,000,000)**

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

**Western Surety Company**


---

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

(PERFORMANCE BOND)

(PAYMENT BOND)

**Three Million and 00/100 Dollars (\$3,000,000.00)** and **Three Million and 00/100 Dollars (\$3,000,000.00)**

United States Dollars 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.

Should there be more than one surety executing this form on behalf of the Surety, each surety shall be jointly and severally liable for all obligations of Surety stated herein for the Performance and Payment Bonds.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 15th day of September, 2021, 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.

By:



Signature of Principal

Anvil Builders Inc.

Print Name of Principal

By:

Signature of Surety  
Nerissa S. Bartolome, Attorney-in-Fact

Western Surety Company

Print name of Surety

Approved as to form:

Dennis J. Herrera

City Attorney

By:



Signature of Deputy City Attorney



Print name of Deputy City Attorney

END OF SECTION



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

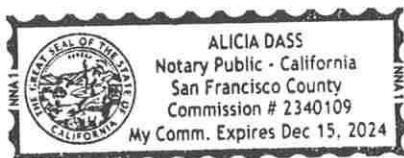
State of California )

County of Alameda )On 09/15/2021 before me, Alicia Dass, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Nerissa S. Bartolome  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Nerissa S. Bartolome☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

~~Signer's Name: \_\_\_\_\_~~~~☐ Corporate Officer — Title(s): \_\_\_\_\_~~~~☐ Partner — ☐ Limited ☐ General~~~~☐ Individual ☐ Attorney in Fact~~~~☐ Trustee ☐ Guardian or Conservator~~~~☐ Other: \_\_\_\_\_~~~~Signer Is Representing: \_\_\_\_\_~~

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Sara Ridge, Peter Tam, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Valerie Garcia, Christina Burton, Zachary V Overbay, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

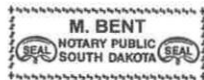
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Bond executed in Duplicate

Copyright ©2021 City &amp; County of San Francisco

Bond No.: 30139884  
Premium: \$30,000.00

WD-2888(E)

## SECTION 00 61 13

## PERFORMANCE AND PAYMENT BOND FORM

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

**Anvil Builders Inc.**

hereinafter designated as the "Principal", a Contract for:

**Stern Grove Emergency Site Restoration  
Contract No. WD-2888(E) (Award \$3,000,000)**

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  
**Western Surety Company**

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

(PERFORMANCE BOND)

(PAYMENT BOND)

**Three Million and 00/100 Dollars (\$3,000,000.00)** and **Three Million and 00/100 Dollars (\$3,000,000.00)**

United States Dollars 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.

Should there be more than one surety executing this form on behalf of the Surety, each surety shall be jointly and severally liable for all obligations of Surety stated herein for the Performance and Payment Bonds.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 15th day of September, 2021, 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.

By:



Signature of Principal

Anvil Builders Inc.

Print Name of Principal

By:

Signature of Surety  
**Nerissa S. Bartolome, Attorney-in-Fact**Western Surety Company

Print name of Surety

Approved as to form:

Dennis J. Herrera  
City Attorney

By:



Signature of Deputy City Attorney



Print name of Deputy City Attorney

END OF SECTION

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

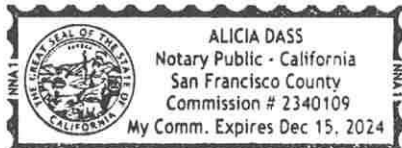
State of California )

County of Alameda )On 09/15/2021 before me, Alicia Dass, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Nerissa S. Bartolome  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Nerissa S. Bartolome☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

~~Signer's Name: \_\_\_\_\_~~~~☐ Corporate Officer — Title(s): \_\_\_\_\_~~~~☐ Partner — ☐ Limited ☐ General~~~~☐ Individual ☐ Attorney in Fact~~~~☐ Trustee ☐ Guardian or Conservator~~~~☐ Other: \_\_\_\_\_~~~~Signer Is Representing: \_\_\_\_\_~~



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Sara Ridge, Peter Tam, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Valerie Garcia, Christina Burton, Zachary V Overbay, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

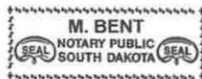
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## SECTION 00 61 13/R

PERFORMANCE AND PAYMENT (LABOR AND MATERIAL) BOND RIDER FORM  
RIDER NO. \_\_\_\_

Rider to be attached to and form a part of the Performance and Payment Bonds Number \_\_\_\_\_,  
dated the \_\_\_\_ day of \_\_\_\_\_, 202\_\_,

And in the original amount of \$ \_\_\_\_\_

On behalf of Principal: \_\_\_\_\_

In favor of Obligee: City and County of San Francisco /  
San Francisco Public Utilities Commission  
**Contract No. WD-2888(E)**

It is understood and agreed that effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the Bond  
amount (penal sum) for each bond as it appears on the original bonds is being increased:

From: \$ \_\_\_\_\_

To: \$ \_\_\_\_\_

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this  
\_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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.

By: _____	_____
Signature of Principal Representative	Print Name of Principal Representative

By: _____	_____
Signature of Surety Representative	Print Name of Surety Representative
	_____
	Print Name of Surety Company

Approved as to form:  
David Chiu  
City Attorney

By: _____	_____
Signature of Deputy City Attorney	Print Name of Deputy City Attorney

END OF SECTION



## SECTION 00 62 20

SUBCONTRACTING PARTICIPATION REQUIREMENTS AND NON-DISCRIMINATION  
REQUIREMENTS

## 1.01 SUMMARY

- A. This Section includes the City's Contract Monitoring Division subcontracting and non-discrimination requirements and compliance provisions as specified in CMD Attachment 1, "Requirements for Construction Contracts".
- B. Comply with all provisions to the extent necessary to fulfill their intent except where prohibited by state or federal law or regulation.

## 1.02 REFERENCES

- A. Chapters 12B and 14B of the Administrative Code and the implementing rules and regulations are incorporated herein by reference and made a part of the Contract. Copies of these documents are available upon request at the CMD Office, and at the Web at <http://www.sfgov.org/cmd>.

## 1.03 SUBMITTALS

- A. LBE Utilization Tracking System

Information regarding the LBE Utilization Tracking System (LBEUTS) can be found at <http://www.sfgov.org/LBEUTS>

- 1. **FORM 7: CMD Progress Payment Form:** Contractor shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing. Upload copies of invoices from all subcontractors.
  - 2. **FORM 9: CMD Payment Affidavit:** Submit online using the LBEUTS within ten (10) business days following receipt of each progress payment from the Contract Awarding Authority. Subcontractors are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to partial withholding of progress payment, even there is no subcontractor payments for the reporting period.
- B. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE subcontractor and supplier (including lower-tier subcontractors & suppliers).
- C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Contractor when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.



- D. Failure to submit any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments.
- E. Upon request from CMD, the Contractor must provide copies of invoices for itself and all subcontractors. Failure to submit all required information in the LBEUTS or Contract Performance Forms as instructed may result in the withholding of progress payments and final payment pursuant to Chapter 14B.

#### 1.04 REGULATORY REQUIREMENTS

- A. Pursuant to Chapter 14B of the Administrative Code the following requirements are made part of the Contract:
  - 1. Contractor shall sign and submit to the Contract Monitoring Division a declaration, declaring under penalty of perjury, its intention to fully comply with the provisions of chapter 14B. Refer to Form 3 (CMD3).
  - 2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B shall be deemed a material breach of contract.
  - 3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in Section 14B.7(H)(2) of the Administrative Code and CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  - 4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  - 5. Contractor shall fulfill during the term of the Contract its LBE participation commitments submitted with its Bid.
  - 6. Contractor shall compensate a LBE subcontractor if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The forgoing provisions shall be enforceable in a court of competent jurisdiction.

7. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 10%, Contractor shall comply with all LBE subcontracting provisions of this Section with respect to the Change Order.
8. The contracting authority for this Contract shall submit to the CMD for approval all Change Orders that cumulatively increase the Contract Sum by more than 20%. The CMD will review the proposed Change Order to correct any contracting practices that exclude LBEs from new contracting opportunities.
9. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.
10. 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.
11. 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 Form 9 (CMD9).

#### 1.05 NON-DISCRIMINATION

- A. Comply with the nondiscrimination provisions as set forth in CMD Attachment 1.

END OF SECTION



## SECTION 00 63 30

ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, whose address is 525 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, hereinafter called "City" and,

whose address is \_\_\_\_\_

\_\_\_\_\_, hereinafter called "Contractor"

and \_\_\_\_\_

whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

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

1. Pursuant to section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the construction contract entered into between the City and Contractor for Stern Grove Emergency Site Restoration, Contract No. WD-2888(E) in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of substitution shall be equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, and shall designate Contractor as the beneficial owner.
2. The City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this Contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to Escrow Agent from the City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from both City Representatives listed in section 10 certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and Contractor pursuant to sections 1 to 8, inclusive, of this Escrow Agreement, and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The persons authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing are as follows:

a. On behalf of the City:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

and:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

b. On behalf of Contractor:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

## c. On behalf of Escrow Agent:

---

(Signature)

---

(Title)

---

(Name)

---

(Address)

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

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

CITY AND COUNTY OF  
SAN FRANCISCO:

By: \_\_\_\_\_

Eric Sandler

AGM Business Services/Chief Financial Officer

Approved as to form:

David Chiu

City Attorney

By: \_\_\_\_\_

Deputy City Attorney

ESCROW AGENT:

---

(Signature)

---

(Name)

---

(Title)

CONTRACTOR:

---

(Signature)

---

(Name)

---

(Title)

***Note: Contractor shall submit 3 original executed copies of this section to the City.***

END OF SECTION

SECTION 00 64 00

CMD CONTRACT FORMS

This Section includes the following CMD Contract forms. Submit these forms as specified in Section 00 62 20:

1. FORM 7: CMD Progress Payment Form (CMD7).
2. FORM 8: CMD Exit Report and Affidavit (CMD8).
3. FORM 9: CMD Payment Affidavit (CMD9).
4. FORM 10: CMD Contract Modification Form (CMD10).

END OF SECTION





CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISIONCHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts***FORM 7: CMD PROGRESS PAYMENT FORM**To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT [WWW.SFGOV.ORG/LBEUTS](http://WWW.SFGOV.ORG/LBEUTS).

## TRANSMITTAL

TO: Resident Engineer or Inspector

COPY: CMD Contract Compliance Officer

FROM: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION 1. Fill in all the blanks

Contract Number: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Reporting Period From: \_\_\_\_\_

To: \_\_\_\_\_

Progress Payment No: \_\_\_\_\_

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

- |                                                                                          |          |
|------------------------------------------------------------------------------------------|----------|
| 1. Original Contract Award Amount:                                                       | \$ _____ |
| 2. Amount of Change Orders, Amendments, and Modifications to Date:                       | \$ _____ |
| 3. Total Contract to Date ( <i>Line 1 + Line 2</i> ):                                    | \$ _____ |
| 4. Gross Amount Invoiced this submittal period:                                          | \$ _____ |
| 5. All Previous Gross Amounts Invoiced:                                                  | \$ _____ |
| 6. Total Gross Amounts of Progress Payments Invoiced to Date ( <i>Line 4 + Line 5</i> ): | \$ _____ |
| 7. Percent Complete ( <i>Line 6 ÷ Line 3</i> ):                                          | _____ %  |

**Contractor must sign this form**\_\_\_\_\_  
Owner/Authorized Representative (Signature)\_\_\_\_\_  
Name and Title (Print)\_\_\_\_\_  
Firm Name\_\_\_\_\_  
Telephone\_\_\_\_\_  
Fax\_\_\_\_\_  
Date



CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION

CMD ATTACHMENT 1: FORMS  
*Construction Contracts*

**SECTION 2. For column “A”, list the Prime Contractor, each joint venture partner and ALL subcontractors and suppliers including 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors. Make copies if more space is needed.** Prime contractors must retain copies of all the prime and subcontractor invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to five (5) years following project completion and, upon request, Prime Contractor shall submit the requested information to CMD within 10 business days.

Notes: 1. Failure to submit all required information may lead to partial withholding of progress payment. (See Chapter 14B)

2. All firms must be CONTINUOUSLY listed on column “A” regardless if a firm is requesting payment.

Identify the LBE participation requirement for this contract: %

A	B	C	D	E	F	G	H
Name of Firm List Contractor and all subcontractors, (including lower tier subcontractors and Suppliers. Indicate if the firm is an LBE	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 Invoiced to Date, including Amount Invoiced this Reporting Period (F)	Percent Completed to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
<b>CONTRACT TOTALS</b>							%



CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISIONCHAPTER 14B  
CMD ATTACHMENT 1  
Construction Contracts**FORM 8: CMD EXIT REPORT AND AFFIDAVIT**

Prime Contractor must complete and sign this form (Sections 1 and 4) for each LBE subcontractor (incl. each lower-tier LBE subcontractor), supplier and trucker. All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority and CMD with the final progress payment request.

TO: Resident Engineer Inspector

COPY: CMD Contract Compliance Officer

FROM (Contractor):

Date Transmitted:

SECTION 1. Please check this box if there are no LBE subcontractors/suppliers for this contract: ☐

Reporting Date: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Name of LBE: \_\_\_\_\_

Portion of Work (Trade): \_\_\_\_\_

Original LBE Contract Amount:

\$

Change Orders, Amendments, Modifications:

\$

Final LBE Contract Amount:

\$

Amount of Progress Payments Paid to Date:

\$

Amount Owning including all Change Orders, Amendments and Modifications \$

Explanation by contractor if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

☐ I did NOT subcontract out ANY portion of our work to another subcontractor.☐ I DID subcontract out our work to:

Name of Firm: \_\_\_\_\_

Amount Subcontracted: \$

Name of Firm: \_\_\_\_\_

Amount Subcontracted: \$

SECTION 3.

To be signed by the LBE:

☐ I agree☐ I disagree

Explanation by LBE if it is in disagreement with the above explanation or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date

**CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION**

**CHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts***

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**SECTION 4.**

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subcontractor/supplier.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of 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 receipt of the City's final payment under the Contract.

---

Owner/Authorized Representative (Signature)

---

Name and Title (Print)

---

Firm Name

---

Telephone

Date

CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISIONCHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts***FORM 9: CMD PAYMENT AFFIDAVIT**To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT [WWW.SFGOV.ORG/LBEUTS](http://WWW.SFGOV.ORG/LBEUTS).**TRANSMITTAL**TO: Resident Engineer or Inspector  
FROM (Contractor): \_\_\_\_\_COPY: CMD Contract Compliance Officer  
Date: \_\_\_\_\_

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

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

☐ Check box and sign below if there is no sub payment for this reporting period.

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

I declare, under penalty of perjury under the laws of the State of California, that the above information is complete and that the tabulated amounts paid to date are accurate and correct. Contractor must sign this form.

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





**CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION****CHAPTER 14B  
CMD ATTACHMENT 1  
*Construction Contracts*****FORM 10: CMD CONTRACT MODIFICATION FORM**

Contractor must submit this form with the required supporting documentation and obtain prior CMD approval when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20% and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Contract Amount as Modified to Date: \_\_\_\_\_

Amount of Current Modification Request: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

1. A list reflecting the new overall contract amounts for the prime contractor, subcontractors, and vendors.
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 spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date



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## GENERAL CONDITIONS

### 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, Bids, 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:** A written or graphic instrument(s) issued by the City prior to the receipt of Bids which modified or interpreted the Bid Documents by additions, deletions or other changes. Refer to Section 00 21 13, Instruction to Bidders.
3. **Advertisement for Bid:** A set of documents that includes, without limitation, the published advertisement for bids on a Contract; the forms to be submitted with a Bid, as required by the City; the construction contract general and special conditions; and the drawings and specifications for the Work.
4. **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).
5. **Alternate Bid Item:** A Bid item that may be added to or deducted from the Total Bid Price to meet Project construction budget requirements.
6. **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.
7. **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 establishing proof of equality is the responsibility of Contractor. Refer to Division 01 for procedures for proposing substitutions.
8. **Available Project Information:** Refer to "Reference Documents."



9. **Bid:** 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. Refer to Section 00 21 13, Instruction to Bidders.
10. **Bid Documents:** Documents consist of the Advertisement for Bids, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, Contract Monitoring Division employment requirements, the Drawings, the Project Manual, and all Addenda issued prior to receipt of Bids. Refer to Section 00 21 13, Instructions to Bidders.
11. **Bidding Requirements:** The Sections listed in Section 00 01 10 (Table of Contents) under the heading "Bidding Requirements."
12. **Bonds:** Bid security, 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.
13. **Bulletin:** Refer to "Field Order."
14. **By Others:** Work on this Project that is outside the scope of Work to be performed by Contractor under this Contract that will be performed by the City, other contractors, or other means and at another's expense.
15. **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.
16. **Change Order Request ("COR"):** Refer to Paragraph 6.03, Change Order Requests and Proposed Change Orders.
17. **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.
18. **City Representative:** The authorized on-Site representative of the City identified by the City in writing who will act as the City's representative with respect to Contractor's performance of the on-Site inspection and administration of the Contract. All liaisons between the City and Contractor shall be directed through the City Representative. City Representative shall also mean any person designated in writing by the City Representative as having the authority to act as a designee on behalf of the City Representative.
19. **Claim:** A written demand or assertion by Contractor seeking an adjustment 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 between the City and the Contractor arising out of or related to the Contract Documents for the performance of the Work, which the Contractor may submit in accordance with the requirements of the Contract Documents. Refer to Article 13.

20. **Clarification:** A document consisting of supplementary details, instructions or information issued by the City that 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.
21. **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.
22. **Commission:** Refers to the San Francisco Public Utilities Commission. Refer to Section 00 52 00, Agreement Form.
23. **Commissioning:** A systematic quality assurance process including functional, performance, pre-start-up and start-up tests for facilities, systems and assemblies to ensure they meet the requirements as set forth in Section 01 75 60, Testing Coordination And Start-Up Testing.
24. **Commissioning Agent:** Refer to "Testing Coordinator" in Section 01 75 60, Testing Coordination And Start-Up Testing.
25. **Commissioning Plan:** Refer to test procedures and start-up plan in Section 01 75 60, Testing Coordination and Start-Up Testing.
26. **Contract:** Refer to "Contract Documents."
27. **Contract Documents:** Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.
28. **Contract Sum:** The sum stated in the Agreement and, including City-approved 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.
29. **Contract Time(s):** The number of consecutive days as stated in Section 00 73 02 (Contract Time and Liquidated Damages) from the start date specified in the Notice to Proceed to: (i) achieve Substantial Completion for all the listed Work; (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 Administrative Code; and (iii) achieve any interim Milestones specified in the Contract Documents.
30. **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).
31. **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.
32. **Critical Path:** A continuous chain of activities with zero float running from the start event to the finish event in the schedule.

33. **Critical Path Method (“CPM”)**: Refers to the critical path method scheduling technique. Refer to Section 01 32 16, Construction Progress Schedule.
34. **Day**: Reference to “day” shall be construed to mean a calendar day of 24 hours, unless otherwise specified.
35. **Default**: Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.
36. **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.
37. **Department Head**: The contracting officer for the Contract (i.e., the General Manager of the San Francisco Public Utilities Commission 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.
38. **Designated, Determined, Directed**: Required by the City, unless otherwise specified. Refer to Paragraph 2.01, Administration of the Contract.
39. **Differing Site Conditions**: Refer to Paragraph 3.04, Differing Site Conditions.
40. **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.
41. **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.
42. **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.
43. **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, Requests for Information, Clarifications and Field Orders.
44. **Final Completion**: The date of written acceptance of the Work by the City, issued in accordance with section 6.22(k) of the Administrative Code, when the Contract Work has been fully and satisfactorily completed in accordance with the Contract Documents.
45. **Force Account Work**: Change Order Work that the City authorizes and will pay 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.
46. **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.
47. **General Requirements**: The General Requirements include all Documents in Division 01, which govern the Contractor’s performance of the Work set forth in all sections of the Specifications.

48. **Guarantee To Repair Period:** The period specified in Paragraph 8.03 or Division 01 during which Contractor must correct Non-conforming Work.
49. **Indicated:** Shown or noted on the Drawings or written in the Specifications.
50. **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.
51. **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.
52. **Item:** A separate, distinct portion of the whole Work, which may comprise material, equipment, article, or process.
53. **Key Team Members:** The essential personnel on Contractor's team identified in any prequalification or bid submission documents, subject to the City's approval prior to the start of each phase of Work. Contractor and its Subcontractors agree not to transfer or remove said individuals from the Project without the prior written permission or direction of the City, which will not be unreasonably withheld.
54. **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.
55. **Milestone:** A principal date or time specified in the Contract Documents relating to an intermediate event prior to Substantial Completion.
56. **Modification:** A document incorporating one or more Change Orders or a written instrument modifying the Agreement executed and approved in the same manner as the Agreement in compliance with the Certification by Controller requirements of the City's Charter as stated in Section 00 52 00 (Agreement Form) and all requirements set forth in Chapter 6 of the Administrative Code.
57. **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 referenced in the Contract Documents; or Work that Contractor's operations has damaged or disturbed prior to Final Completion.
58. **Notice of Default:** Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.
59. **Notice of Potential Claim:** Refer to Paragraph 13.02, Notice of Potential Claim.
60. **Notice of Substantial Completion:** The written notice issued by the City to Contractor documenting City's determination that the Work is Substantially Complete. Said Notice shall not be considered to indicate the City's 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.

61. **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.
62. **Owner:** Refer to “City.”
63. **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.
64. **Partial Utilization:** Right of the City to use a portion of the Work prior to Substantial Completion of the Work.
65. **Project:** Refer to “Work.”
66. **Project Manual:** The bound written portion of the Contract Documents prepared for the Bid and Contractor’s construction of the Work. A listing of the contents of the Project Manual, which consists of the Documents and Specification sections and may include schedules, is contained in the Section 00 01 10, Table of Contents.
67. **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 construction Work.
68. **Provide:** Furnish and Install or Supply and Install complete in place at the Site.
69. **Punch List / Final Completion:** A list prepared by the City at Substantial Completion identifying deficient Work Items that the Contractor must correct in order to achieve Final Completion. Refer to Paragraph 9.09, Final Completion and Final Payment.
70. **Punch List / Substantial Completion:** The list provided by the City identifying incomplete or defective Work Items that Contractor must correct or complete to achieve Substantial Completion. Refer to Paragraph 9.08, Substantial Completion.
71. **Quality Assurance (“QA”):** All those planned and systematic actions by Contractor necessary to provide the City with confidence that Contractor has conducted a Quality Control Program and has implemented Quality Control.
72. **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. Contractor and subcontractors must perform QC.
73. **Reference Documents (Also referred to as “Available Project Information”):** Refer to Section 00 21 13 (Instructions to Bidders) and Section 00 31 00 (Available Project Information) for identification of Reference Documents, if any, provided by the City. Reference Documents are for informational purpose only and not part of the Contract Documents.
74. **Regular Working Hours:** 7:00 a.m. to 5:00 p.m., Monday through Friday, except City legal holidays.
75. **Request for Information (“RFI”):** A document submitted by Contractor requesting information from the City about the Project or the Contract Documents.

76. **Request for Product Substitution (“RFPS”)**: 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 3.12, Substitutions, and Section 00 49 18, Request for Product Substitution form.
77. **Required**: Mandatory.
78. **Resident Engineer**: See “City Representative.”
79. **Samples**: Physical examples of materials, equipment, or workmanship submitted or provided by Contractor for adjudication of their compliance with the specification.
80. **Shop Drawings**: All drawings, diagrams, illustrations, schedules and other data or information that are prepared or assembled by or for Contractor and submitted to City.
81. **Site**: Geographical location of the Project as indicated elsewhere in the Contract Documents.
82. **Special Provisions**: The part of the Contract Documents that amends, modifies, or supplements these General Conditions. The Special Provisions include the 00 73 00-series Documents as listed in Section 00 01 10, Table of Contents.
83. **Specifications**: The portion of the Project Manual comprising Division 00 through Division 48 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.
84. **Specified**: Written or indicated in the Contract Documents.
85. **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). Unless a Contract Document expressly states to the contrary, the term “Subcontractor” includes a person or entity who has a direct contract with Contractor to provide professional services in connection with the Work such as (but not limited to) engineering services, design professional services and/or construction administration services.
86. **Submittal**: A written or graphic document prepared by Contractor that the Contract Documents require the Contractor to submit to the City. Submittals may include, but are not limited to, progress and submittal schedules, BIM information, shop drawings, product data, samples, design calculations, design data, test reports and certificates. Submittals other than Drawings or Specifications are not Contract Documents.
87. **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, or use authorization issued by the agency or agencies having jurisdiction over the Work so

that the City can utilize the Work (or a specified part thereof) for the purposes for which it is intended.

88. **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.
89. **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.
90. **Supplier Quality Surveillance (“SQS”):** Ongoing monitoring and verification of the status of conditions, methods, procedures, and products, and analysis of associated records to ensure that the established requirements are being complied with.
91. **Supply:** Refer to “Furnish.”
92. **Total Bid Price:** The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents and the Total Bid Price 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. Refer to Section 00 21 13, Instructions to Bidders.
93. **Testing Agencies:** An independent entity engaged by the City or Contractor, as specified in the Contract Documents, to perform specific inspections or tests, either at the Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
94. **Unavoidable Delay:** Refer to Paragraph 7.02, Delays and Extensions of Time.
95. **Unilateral Change Order:** A written Change Order issued by the City to the Contractor after the effective date of the Agreement in accordance with Paragraph 6.05.
96. **Unit Price Work:** Work to be paid for on the basis of unit prices and actual quantities of Work. Refer to Paragraph 6.08.
97. **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, materials, equipment, administrative services, Commissioning/start-up 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.
98. **Working Day:** Any day of the week except Saturdays, Sundays and statutory holidays.

## **1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS**

- A. The Contract Documents set forth the requirements for the construction of the Work, and consist of the following documents:
  1. The Agreement and other documents listed in the Agreement;
  2. Change Orders, Unilateral Change Orders, Clarifications, and Field Orders issued after execution of the Contract;
  3. The General Conditions (Section 00 72 00);

4. The Special Provisions (Sections 00 73 00 through 00 73 84) and General Requirements (Div. 01);
  5. The Construction Documents and all Addenda thereto prepared by the City;
  6. The Bid Documents, as defined in Section 00 21 13 (Instruction 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, the Contractor shall be responsible to ensure that the work complies with 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. Contractor is obligated to interpret the Contract Documents described and provide for a functionally complete and operational Project (or part thereof) that Contractor must construct and turn over to the City in a new, complete and satisfactory operating condition. 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 for 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 subject to acceptance by the City. 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 shall not 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 Site Conditions as defined in Paragraph 3.04, 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 (Instruction to Bidders).
- 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 parties may amend the Contract Documents 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 3.11.

#### **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 in inverse chronological order, and in same order as specific portions they are modifying.
  - 2. Executed Agreement Form.
  - 3. Addenda.
  - 4. Division 01 (General Requirements).
  - 5. Division 00 (Bidding and Contract Requirements).
  - 6. Divisions 02 through 48 (Technical Specifications).
  - 7. Construction Drawings.
  - 8. 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 are for the Work of this Contract only. No part of the Contract Documents may be used for any other construction project 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. City will communicate such changes 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 shall make the Site available to Contractor so that Contractor can inspect the Site and perform the Work.
- B. The City shall furnish survey and reports describing physical characteristics, legal limitations and utility locations for the Site.
- C. The City shall make available to the Contractor as Reference Documents only, information available to the City concerning the Site and the Project. The City will provide assistance with, but will not be responsible for, the filing of documents as is required to obtain necessary approvals of governmental authorities, jurisdictional agencies, or utility companies having jurisdiction over the Project. Such assistance may be in the form of executing permits where owner's signature is required or in the providing of information that would not otherwise be available to Contractor. The Contractor shall be responsible for payment of related services, fees or taxes except as specified in Paragraph 3.07.
- D. The City will be responsible for paying all real property taxes and assessments applicable during the performance of the Work or portions thereof.
- E. 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 3.07.

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 Contractor eliminates or addresses the cause for such order. City shall issue any such order to stop the Work in a written document signed by the City Representative, which provides the Contractor with an effective date for stopping Work. The City may issue an order to stop Work immediately. 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 an order to stop the Work.
- B. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or other person or entity.
- C. The City may order Contractor to stop the Work, or a portion thereof, for reasons including but are not limited to the following:
  1. Contractor fails to correct Work that 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 or orders of a public body having jurisdiction over the Project; or
  5. Contractor violates any material provisions of the Contract Documents; or
  6. Contractor fails to maintain current certificates of insurance on file with the City; or
  7. Contractor is proceeding with original Contract Work, which will be modified by a pending Change Order.
- D. Alternatively, the City may issue a written notice to Contractor identifying the ground(s) for ordering Contractor to stop Work and providing the Contractor with a 14-day cure period to complete necessary corrective Work and/or actions. 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 and 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 and prosecute the corrective Work and/or actions diligently. The City, after accepting Contractor's proposed schedule, will amend the stop work notice in writing to set forth the agreed-upon cure period. If Contractor fails to completely cure the ground(s) for stopping Work either (i) within the 14-day cure period set forth in the notice; or (ii) within the agreed-upon cure period set forth in an amended notice, the City may, without prejudice to any other rights or remedies that the City may have, order Contractor to stop the Work until the cause for such order has been eliminated.
- E. 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 correct or prosecute the Work promptly 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 labor 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 EXAMINATION OF RECORDS; 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, documents, bid documents, proposal cost data, subcontracts, schedules, job cost reports, and other data, including computations and projections, of Contractor, Subcontractors, Lower-Tier Subcontractors and Suppliers related to bidding, negotiating, pricing, or performing the Work covered by: (i) a Proposed Change Order Cost Proposal; (ii) a Proposed Change Order Time Adjustment Proposal; (iii) Force Account Work; or (iv) 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 Agreement.
- 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 and require the insertion of a clause containing all the provisions of this Paragraph in all subcontracts in excess of \$10,000 with Subcontractors and Suppliers of all tiers.

#### **2.06 NO WAIVER OF RIGHTS**

- A. None of the following shall operate as a waiver of any provision of the Contract Documents or of any power herein reserved by the City or any City 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.

#### **2.07 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES**

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

#### **2.08 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK**

By executing this Agreement, 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.

### **ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

#### **3.01 GENERAL CONSTRUCTION RESPONSIBILITIES**

- A. Services and Standards. The Contractor shall perform or furnish all construction and related services as set forth in the Contract Documents. Contractor shall provide all construction services necessary for receipt of all occupancy permits and authorizations to operate for a facility meeting or exceeding all specification requirements as agreed upon by the City and Contractor, and as set forth in the Contract Documents. Contractor assumes responsibility

for on-budget, on-schedule delivery of the Project regardless of its contractual agreements with parties other than the City.

- B. **Key Team Members.** Contractor acknowledges and agrees that the City selected Contractor upon the representation that the Key Team Members identified in any prequalification or bid submission documents (e.g. Experience Statement, Section 00 49 12) would be the Key Team Members involved in the services for the Project. Any changes in assignment or replacement of the Key Team Members, may be done only with the prior written consent of the City, which consent may be given or withheld in the sole, subjective (but not arbitrary) discretion of the City. In the event of a withdrawal from the Project by Key Team Members due to circumstances outside the control of Contractor, such as death, long-term illness, or resignation by any such Key Team Members, Contractor shall promptly notify the City in writing and shall submit for City approval its candidate to replace such individual.
- C. **Cooperation.** Contractor shall provide the City, its employees, consultants, and other representatives, and representatives of other authorities having jurisdiction, with full cooperation in the performance of their duties and responsibilities related to the Work covered by the Contract and shall maintain civil decorum on the Project site. Such cooperation may take the form of providing appropriate personnel to attend meetings, reviews, hearings, inspections, or similar project-related functions, and to provide documents as requested.

### **3.02 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 performing its Work 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 Contractor reasonably could have determined the answer 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 to the City prior to the start of Work a complete report of existing conditions determined by the site survey as indicated in Division 01.

### **3.03 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 shall be 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 any 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 stated herein shall be interpreted to relieve Contractor of any of its obligations or liabilities under this Contract, or of performing its duty to direct and supervise the Work.



- 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; and (ii) reject materials that do 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, Contractor shall not permit the Work to 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.

#### **3.04 DIFFERING SITE CONDITIONS**

- A. Consistent with section 7104 of the California Public Contract Code, if Contractor encounters any of the following conditions at the Site, Contractor shall promptly notify the City in writing of the specific differing conditions before such conditions are disturbed and before performing any affected Work to permit the City to timely investigate the conditions.
  - 1. Material that Contractor believes may be classified as hazardous waste, as defined in California Health and Safety Code section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.
  - 2. Subsurface or latent physical conditions at the Site (including hazardous waste) which differ materially from those indicated by information about the Site made available to Contractors 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 Site Conditions shall not include:
1. All that is indicated in or reasonably interpreted from the Contract Documents or Available Project Information;
  2. All that could be seen on Site from a reasonable pre-bid visual site inspection;
  3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Available Project Information; and
  4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Available Project Information.
- D. The City will promptly investigate the conditions reported in Contractor's written notice and will issue written 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, 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 Site 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 13.02 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 Documents 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 Differing Site Conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged 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.

### **3.05 PROJECT MANAGER 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 shall be responsible for faithful compliance with such instructions. Prior to the issuance of Notice to Proceed, Contractor shall inform the City in writing of the name, address and telephone number of its project

manager whom it has authorized to act as its representatives at the Site and who the City may contact 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. Contractor shall also provide City with contact information for persons to contact if City is unable to reach Contractor's project manager, such as general construction superintendents, project coordinators, and foremen.

- 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 3.06A. 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 term 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.

### **3.06 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 written directive, 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) commits racist or other discriminatory actions or communicates or displays racist or other discriminatory statements or insignia; or (iv) 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 that 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 provide a clarification. Upon commencement of a particular item of Work, Contractor shall be responsible for dimensions related to such item of Work.
- D. Contractor shall be responsible for delivery, handling, storage, installation, and protection of all materials and equipment 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 at 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.

### **3.07 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 00 (Supplemental Conditions), Appendices A and B.
  - 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. Contractor shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities that relate to performance of the Work including those specified in California Civil Code section 832.
- 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 can 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.

### **3.08 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, Contractor shall provide record documents that 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 3.08A. The City shall have the right to withhold 25% of progress payments due Contractor until Contractor has complied with this Paragraph 3.08
- 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.

### **3.09 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.

### **3.10 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 and approval the following documents:

1. A cost-and-resource-loaded baseline 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 3.10A. Contractor shall have an additional 5 days to make corrections and adjustments and to complete and resubmit the schedules.
- D. City will not issue any progress payments to Contractor unless and until Contractor submits and the City accepts the baseline schedule in accordance with Division 01, General Requirements.
- E. Contractor shall adhere to the baseline construction schedule accepted by the City in accordance with subparagraph 3.10C 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 baseline construction schedule. Contractor must submit to the City proposed adjustments in the baseline construction schedule that will change the Contract Times in accordance with Paragraph 7.02.
- F. City's acceptance of baseline construction and submittal schedules 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. Contractor shall submit all updates to the City for the City's acceptance; if rejected, Contractor shall correct and resubmit updates to the City's satisfaction before City will approve any pending application for payment.
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 baseline schedule that shows a completion time that is earlier than the Contract Time, the "float" or slack time shall belong to the Project and is an expiring resource available to City or Contractor as needed to meet Milestones or complete the Work within the Project Time. 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."

### **3.11 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. City may return submittals from Contractor that are not required by the Contract Documents without taking any 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 3.02, 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 will review submittals with reasonable promptness provided that the City shall be provided a reasonable time, as set forth in Division 01, 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 Items or other service necessary to prepare the submittals and obtain approvals required by the Contract Documents from the City or other authorities having jurisdiction without changes to the Contract Sum or Contract Time. City is not precluded, by virtue of

such approvals/acceptances, from obtaining a credit for construction costs resulting from approved 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. Contractor shall indicate any deviations clearly and boldly on shop drawing, product data, samples or related submittals.
  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.

### **3.12 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 Product 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 Product 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.

### **3.13 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 including but not limited to notice in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the City.
- C. Contractor shall carry out pumping, draining and control of surface and ground water and excavating or other earthwork 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.

#### **3.14 ACCESS TO WORK**

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 Project site, 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.

#### **3.15 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.

#### **3.16 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. Contractor shall remove and dispose of excess materials, rubbish, and other debris in conformance with applicable laws and regulations.
- B. If Contractor fails to comply with this provision 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 to Contractor under the Contract after providing written notice to Contractor and Contractor's failure to provide clean up as provided in the Contract Documents within three (3) days of Contractor's receipt of such written notice.
- 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.

### **3.17 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 (Insurance Requirements), 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 3.20 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 3.17C and 3.17D, 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.

### **3.18 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: (1) for the Guarantee-to-Repair Period; and (2) for any duration that may be specified in the Contract Documents for any particular product.
- B. Contractor's warranty excludes damage or defects caused by abuse, modifications to equipment by the City and not authorized by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear. 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. Compliance with this requirement is a condition precedent to Contractor's achievement of Final Completion the City's obligation to issue a final payment.
- D. The warranty provisions of this Paragraph 3.18 are separate and additional to the provisions for the Guarantee to Repair Period and correction of Non-conforming Work as specified in Article 8.

### **3.19 TAXES**

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.

**3.20 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 (Insurance Requirements), 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 (Insurance Requirements).
  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 (Insurance Requirements) 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 3.20A 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, information 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 any 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 reasonably deemed 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, of caused by the claim to the fullest extent provided in this Paragraph 3.20.
- 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 reasonably and in good faith 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 Contractor has provided satisfactory evidence to that effect 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.

**3.21 COMPLIANCE WITH LAWS; INDEMNIFICATION**

- A. Contractor shall keep itself fully informed of and comply with the Charter, Administrative Code, 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 Contractor and any and all persons, firms and corporations employed by or under it shall observe and comply said laws and requirements.
- C. As required by and in accordance with the procedures specified in Paragraph 3.20 Indemnification, 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 (Insurance Requirements), 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 Contractor is in compliance with applicable laws, regulations, orders or decrees. 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. Contractor shall not be entitled to any increase in the Contract Time or Contract sum as a result of Contractor's compliance with this Paragraph 3.21.

### **3.22 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES**

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: (A) Contractor's obligation to pay Liquidated Damages as set forth in the Contract Documents; (B) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts; (C) Contractor's obligations to indemnify and defend the City and other indemnified parties as set forth in the General Conditions (Section 00 72 00); (D) Contractor's liability for any type of damage to the extent such damage is required to be covered by insurance as specified in the Contract Documents; (E) wrongful death caused by Contractor; (F) punitive or treble damages; (G) Contractor's liability for damages expressly provided for in this Agreement, including without limitation statutory damages imposed by the City upon Contractor under the City Ordinances and Municipal Codes specified in this Agreement; and (H) 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 to perform Work on this Project.
- B. Unless otherwise specifically provided by the Contract Documents, Contractor shall only engage in subcontracting in accordance with the governing regulations regarding subcontracts, section 6.21 of the 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**

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 timely to fulfill its obligations under the performance bond.
- B. The City will notify the Subcontractors, Lower-Tier Subcontractors and Suppliers in writing of those agreements the City wishes to accept.

**4.04 SUCCESSORS AND ASSIGNS**

- A. Contractor shall constantly give its personal attention to the faithful prosecution of the Work. Contractor shall keep the Work under its personal control and shall not assign by power of attorney or otherwise, nor subcontract the whole or any part thereof, except as herein provided.
- B. All transactions with Subcontractors will be made through Contractor, and no Subcontractor may 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 to the City, and following a reasonable cure period designated by the City in its sole discretion 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, California Public Contract Code section 4100 et seq., at no added cost to the City.
- D. Contractor shall not assign the Contract to any other party except upon the written 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 it has completed cleanup and demobilization. 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 an act or omission by the City, Contractor shall make such Claim by the procedures as provided in Article 13.
- G. Contractor agrees to indemnify and hold the City harmless for all claims or losses the other contractors may incur as a result of their inability to successfully obtain work areas under the control of one of the parties.
- H. If case of dispute or lack of coordination between Contractor and other contractor(s), the City Representative will issue written directives resolving the dispute or addressing the lack of coordination, and Contractor shall follow any such directive(s).

#### **5.02 COORDINATION**

- A. Contractor shall afford other contractors and the City reasonable opportunity for storage of materials at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.
- B. Notice of Conflicting Conditions: Where Contractor's Work is adjacent to or placed on top of that of another contractor, Contractor shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Contractor proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.
1. The foregoing does not apply to latent defects. Contractor shall report to the City latent defects in another contractor's work promptly upon discovery.
- C. Contractor shall notify the City promptly in writing when another contractor working at the Site fails to coordinate its work with the Work of this Contract as directed.
- D. Any difference or conflict that may arise between Contractor and the other contractors or City forces in regard to their work shall be adjusted as determined by the City.
- E. If so directed by the City, Contractor shall prepare coordination drawings as necessary to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise. If such coordination drawings are not required elsewhere in the Contract Documents, then Contractor may submit a Change Order Request as provided under Paragraph 6.03 for additional costs incurred by it in preparation of such coordination drawings.
- F. At any time during the progress of the Work, the City may, by providing reasonable notice, require Contractor to attend any conference of any or all of contractors engaged in the Work.

- G. If the City determines that Contractor is failing to coordinate its Work with the work of other contractors as directed, the City may upon 72 hour written notice:
1. Withhold any payment otherwise owed under the Contract until Contractor complies with the City's directives; or
  2. Direct others to perform portions of the Contract and charge the cost of Work against the Contract Sum; or
  3. Terminate any or 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 Contract Sum the proportionate cost of said cleanup that is attributed to Contractor's failure to clean up its work area.

### **ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK**

#### **6.01 GENERALLY**

- A. The City may, at any time between the date of issuance of Notice to Proceed and the date of issuance of 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.
- C. Clarifications of the Contract Documents and Field Orders issued by the City shall be binding on Contractor and shall be promptly executed by Contractor. The City's right to clarify any element of the Contract Documents shall not be construed to entitle Contractor to a modification of the Contract Sum or a change in the Contract Time.

**6.03 CHANGE ORDER REQUESTS AND PROPOSED CHANGE ORDERS**

- A. COR Initiation: Should the City's Clarification or other written directive 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 10 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, and clearly state reasons why a change is needed. 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 shall notify the Contractor of the same in writing, within the initial 10 working-day period. A final determination is any City 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. Contractor, Subcontractors, and Lower-Tier Subcontractors shall calculate the markup for overhead and profit for all Cost Proposals exclusively pursuant to subparagraph 6.06C.
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; and
    - c. equipment breakdown by make, type, size, rental rates, and equipment hours;
- 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 Section 00 52 00, Agreement) 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 and Lower-Tier Subcontractors and 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, extended 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 available is insufficient for the parties to negotiate a Change Order, 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 Work ordered by the City.

- 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 10 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 Contractor does not submit a COR within the time permitted, Contractor waives all rights to additional compensation for said Work, and City will issue payment, which shall constitute full compensation for Work included in the Unilateral Change Order, as set forth in the Unilateral Change Order. The City will review any COR submitted pursuant to this Paragraph and issue a determination in accordance with 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 6.05C. 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 timely to 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 6.05C (but does not have to submit a revised/new COR).
- C. **Claim Notification:** Contractor waives all costs exceeding the City’s estimate for Unilateral Change Order Work unless Contractor timely submits a written Notice of Potential Claim in accordance with the requirements of Article 13. Contractor must submit any such Notice 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, City will pay Contractor 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. City shall not be obligated to pay any other fixed labor burdens unless approved in writing by the City.
  - c. **Subsistence and Travel Allowance.** The actual subsistence and travel allowance paid to such workers.
2. **Materials:** 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:** City will pay for equipment costs on Change Order work at the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of 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>.

Such rental rates shall be adjusted as deemed appropriate by the City 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.

For equipment that is not listed in the publications identified above, payment for equipment costs or the City's assessment of the reasonableness of rates in arm's length rental or lease transactions will be based on the lowest quote obtained by the City from CALTRANS. 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.

- a. City will pay for equipment based on daily, weekly, or monthly rates, whichever are lower. City will not pay for equipment based on hourly rates including operator. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, Contractor or Subcontractor or Lower-Tier Subcontractor uses equipment of unwarranted size or type and cost, the cost shall be calculated at the rental rate for equipment of proper size and type.
  - b. City will pay for equipment only for the time the equipment is in productive operation on the Work under the Change Order. City shall not be obligated to pay for equipment for time while equipment is inoperative due to breakdown or for non-work days. In addition, City shall not be obligated to pay for any equipment rental time required to move the equipment to and from the Site. City will pay for equipment loading and transportation costs, 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. City shall not be obligated to pay for mobilization or demobilization for equipment already on the Site. City will reimburse Contractor for equipment that is idle, non-operating or in standby mode at the lesser of Caltrans' rates, as adjusted by Caltrans' Delay Factor as adjusted by its standby calculation, unless such equipment is rented or leased as provided above.
  - c. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment; City will not pay for such tools and equipment 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.
  - d. 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. City will add 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. City shall not be obligated to pay for any separate allowance or itemization for any overhead costs. 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: City will apply the following maximum percentage to the total direct costs for each direct cost category to compensate Contractor, Subcontractors, and Lower-Tier Subcontractors fully 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, the Contractor shall receive a maximum 7.5% markup on the Subcontractor's total cost (total cost includes direct costs plus applicable markups specified above). Such additional 7.5% markup shall reimburse Contractor for all additional indirect, administrative and overhead costs and profit associated with Change Order Work performed by the Subcontractor.

2. For Work performed by a Lower-Tier Subcontractor, Contractor and Subcontractor shall each receive a maximum 7.5% markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 7.5% markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs and profit associated with Change Order Work performed by the Lower-Tier Subcontractor.
  3. In no case shall the sum of the individual markups as specified in subparagraphs 6.06C.1 and 6.06C.2, above, exceed 20%, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.
- D. For Work to be deleted by Change Order (“deductive 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 that Contractor 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; and (iii) the deductive Change Order will include a ten-percent (10%) mark-up on the direct costs to reflect a credit to the City for Contractor’s overhead and profit on the deleted Work. City shall not be obligated to compensate Contractor nor a Subcontractor or Lower-Tier Subcontractor for administering a deductive 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. City shall not be obligated to compensate Contractor 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, Contractor shall return the material and the City will pay Contractor 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 and Suppliers receive Change Orders. City will not provide additional compensation to Contractor for the cost of its Subcontractors and Suppliers to review, post, coordinate, and perform related tasks to administer Change Orders that do not result in direct cost charges from such Subcontractors or Suppliers. Such costs shall be considered normal business costs, which are contractually determined between Contractor and its

Subcontractors and Suppliers prior to Bid, and Contractor shall include such costs in its 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 City pays for additions, deletions, or revisions in the Work 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 subparagraph 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. City shall not be obligated to compensate Contractor 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% of the budget pre-established by the City. City shall not be obligated to compensate Contractor for Force Account Work exceeding the “not to exceed” budget amount if Contractor fails to provide the required notice before exceeding 80% of the Force Account budget.
- C. Reports: Contractor shall diligently proceed with City directed 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. City shall not be obligated to compensate Contractor for Force Account Work for which Contractor does not timely complete and submit the aforementioned report 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 may discontinue providing signed written reports 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 proposed 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 units provided and Work performed.
  - 1. Each unit price on a 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%, the Work in excess of 125% of such estimated quantity will be paid for by adjusting the unit price proposed therefor as follows:
  - 1. The unit price will be adjusted by the difference between the unit price proposed 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% 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% of the quantity as indicated on the Schedule of Bid Prices is less than \$5,000 at the unit price proposed 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% of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Contractor submits a COR in

accordance with Paragraph 6.03. If Contractor so requests, the quantity of said Item performed will be paid for by adjusting the unit price proposed therefor as follows:

1. The unit price will be adjusted by the difference between the unit price proposed 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 proposed 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% of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price proposed 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 shown in the Construction Documents 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. Contractor shall bring the Work of this Contract 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 (Contract Time and Liquidated Damages), 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 (Contract Time and Liquidated Damages) 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 10 (Schedule of Bid Prices).
  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. The City shall not be obligated to compensate Contractor for such cooperation. Notwithstanding, Contractor may file a COR for undertaking additional work at the Direction of the City or allegedly incurred due to any other contractors' refusal or failure to cooperate with Contractor's Work.
- 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 3.10, 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 Contractor will regain the desired rate of progress:
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, following written notice and a 3-day opportunity to cure, 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 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 3.10, 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 only a non-compensable time extension 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 subparagraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; 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 when the City has issued a bilateral change order for an agreed upon sum, as such change orders include an overhead mark-up for the additional time required by the changes as provided in subparagraph 6.06B; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others for which the City is not responsible, excepting Contractor's Subcontractors and Suppliers of all tiers; 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 Contractor may appropriately utilize 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 3.04, 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), and if City has not issued a Change Order to compensate Contractor for direct costs plus mark-up for overhead and profit arising from the materially differing site condition. 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.
- a. Float or slack time within the baseline schedule belongs to the Project and is an expiring resource available to City or Contractor as needed to meet Milestones or complete the Work within the Project Time. Accordingly, Contractor acknowledges and agrees that any City-caused delays on the project may be offset by City-caused time savings (including, but not limited to, the return of critical path submittals in less time than allowed under the Contract Documents, approval of substitution or value engineering requests that result in savings of time along the Critical Path). In such event Contractor shall not be entitled to receive a compensable time extension until all City-caused time savings are exceeded and the Contract Time is also exceeded.

- b. **Early Completion Schedule:** If Contractor submits a baseline 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, Unilateral Change Order or City-caused delay that causes the early completion date to be extended within the float.
  3. **Concurrent Delay.** Contractor shall be entitled to only a non-compensable time extension 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 that 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 3.02C; or
  4. Any delay resulting from the City responding to Contractor-generated RFIs as long as the response is 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% 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 City will grant Contractor a non-compensable time extension.

3. Regardless of the type and severity of the adverse weather, Contractor shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.
4. Adverse weather shall mean rain, windstorm, flood, air pollution episode, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather and poor air quality 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 and air quality during normal working hours:

<u>Month</u>	<u>Weather and Air Quality Days</u>	<u>Month</u>	<u>Weather and Air Quality Days</u>
January	3	July	0
February	3	August	0
March	3	September	1
April	1	October	2
May	0	November	2
June	0	December	2

- a. Contractor's progress schedule shall incorporate a 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 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. Such notice may permit the City to take steps to prevent the occurrence or continuance of the delay, and/or 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 to grant an extension of time 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 schedule.
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 City will not grant an extension of time or adjust the Contract Sum.

E. Extensions of Time:

1. In the event City determines that it is necessary to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time, such extension(s) shall in no way release Contractor's contractual obligation to provide guarantees or warranties pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release Contractor's surety or the sureties from payment and performance bond obligations.
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 Administrative Code.
4. Adjustments to the Contract Sum for compensable time extensions shall be calculated in accordance with the provisions specified in Paragraph 7.03.
5. Extensions of time that cumulatively extend the Contract Time in excess of 10% of the original contract duration as specified in Section 00 73 02 (Contract Time and Liquidated Damages) 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 after 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.
8. Should Contractor or any subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the provisions of this Paragraph 7.02, Contractor and its subcontractor or supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.
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 for 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 City will adjust the Contract Sum 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. Change Order, Unit Price and Force Account Work Excluded. 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, Force Account Work or Unit Price Work. 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, Force Account Work or Unit Price 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. The City will calculate fair and reasonable compensation as follows:

1. Within the time and in the format specified by the City, Contractor must submit a detailed listing of daily field office overhead cost components that are time related. The individual cost components shall represent costs that 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 and profit shall be allowed on the extended daily field office overhead cost.
  4. Contractor shall submit the information specified above in sufficient detail to allow review and shall prepare the information 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.
- D. **Extended Home Office Overhead.** Absent extraordinary circumstances, Contractor shall not be entitled to receive extended home office overhead for compensable delays. Extended home office overhead and its application to a compensable 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 due solely to the said delay from this project 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 must submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination (including an audit by a California-licensed Certified Public Accountant if the City so requests). Contractor must prepare supporting evidence 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.
- E. **Credit for Change Order and Force Account Markups.** If Contractor timely requests additional compensation for a compensable delay in accordance with the Contract, and the City determines Contractor entitlement to additional compensation for such delay, then the

City will adjust the amount payable to Contractor for the compensable delay by deducting a fair and reasonable credit to account for additional overhead paid to Contractor under the markups specified in Paragraph 6.06 for Change Order Work and Force Account Work, including markups from changes performed and paid under bids items (i.e. unit priced and contingency allowance bid items). The baseline credit amount will be five (5) percent of the value of all Change Order Work and Force Account Work performed by Contractor under the Contract prior to and during the compensable delay period (but excluding any future Change Order Work and Force Account Work). If the City seeks a credit in excess of five (5) percent, then the City will provide Contractor with supporting documentation. Such supporting documentation may include, at the City's discretion, the results of an audit or examination of documents performed under Paragraph 2.05. If Contractor seeks either a credit of less than five (5) percent or objects to the credit amount proposed by the City, then Contractor shall timely provide the City with supporting documentation. Such supporting documentation shall include the results of an audit performed by a CPA at Contractor's cost if so requested by the City.

#### **7.04 LIQUIDATED DAMAGES**

##### **A. Determination of Damages:**

1. The actual fact of the occurrence of damages and the actual amount of the damages that 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 that 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 Contractor does not complete all the Work specified or indicated in the Contract Documents within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, the City will sustain actual damages 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 (Contract Time and Liquidated Damages) represents the Parties' reasonable estimate of the approximate damages that 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 that 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. The parties therefore agree 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 payments as provided in Paragraph 9.06 that 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 funds, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. City shall pay any remaining balance of such retained funds to Contractor only after discharge in full of all liability incurred by Contractor.
3. If the retained funds are 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. Contractor shall not cover any Work or portion of Work until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.
- B. If Contractor covers any part of the Work 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 inspections 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. City will pay for special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or by another agency having jurisdiction. 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 if any, 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, Contractor shall secure and furnish to the City required certificates of testing, inspection or approval 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. City or its agents will perform tests or inspections conducted pursuant to the Contract Documents promptly to avoid unreasonable delay in the Work.
1. The City reserves the right to charge to Contractor any additional cost of inspection or test, including travel, transportation, lodging, etc., 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 that 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 working 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, engineering, 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). This subparagraph shall not be interpreted to provide for recovery of attorney's fees.

- B. The term "Guarantee to Repair Period" means a period of two (2) years, 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 described in subparagraphs B.1 and B.2, above, from the date of Final Completion.
- C. Contractor's obligation 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 prosecute such correction diligently within 10 working days of the date of written notification from the City, the City may correct the Non-conforming Work 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 that 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 3.18 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 City may commence proceedings to enforce Contractor's obligations under the Contract Documents.

#### **8.04 ACCEPTANCE OF NON-CONFORMING WORK**

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 of 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. City will not issue any progress payments for 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 the Schedule of Bid Prices.

3. Unless otherwise provided in the Contract Documents, Contractor's overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Contractor's Total Bid Price.
- B. The City will review and return Contractor's schedule of values with comments. Contractor shall make all corrections requested by the City and resubmit for approval.
1. The City shall be the sole judge of the sufficiency in detail and proper proportioning of Contractor's schedule of values.
  2. Contractor's schedule of values will be acceptable to the City as to form and substance if it provides a reasonable allocation of Contractor's Bid amount to component parts of the Work.
- C. Upon concurrence by the City, City will issue a written formal approval of Contractor's schedule of values.

**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, the City shall issue payments to Contractor 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 proposed 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 Schedule of Bid Prices shall be made for such sums as may be acceptable to the City. Prior to final payment, the City will issue an appropriate Change Order in an amount determined by the City Representative to reflect actual amounts due Contractor on account of Work covered by allowances, and the City will adjust the Contract Sum accordingly.
- C. The Application for Payment shall identify the amount of Contractor's total charges to date.
- D. City will base monthly progress payment amounts to Contractor on completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in Paragraph 9.10, the City will not approve payments for materials or equipment not incorporated into the Work.

- E. Contractor shall base its monthly Applications for Payment on information developed at monthly progress meetings and prepared by Contractor as specified in Division 01. Submission of approved monthly progress schedule updates for the same period as the Application for Payment shall be a condition precedent to making progress payment applications. City will not make any partial progress payments to Contractor until Contractor has submitted and City has reviewed all cost information requested by the City.
- F. In addition to other requirements specified in Division 01, consistent with San Francisco Mayor's Executive Directive 12-01, Contractor shall include its Subcontractors' and Suppliers' acceptable invoices with the Monthly Application for Payment that it submits no later than 30 days after receipt of such invoices from its Subcontractors, and Suppliers.
- 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. The City may, however, withhold payments 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 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 retained 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 retained 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, City will return the securities 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 Contractor's obligation 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 City withholds any payment or portion of payment, City will notify Contractor in writing of the cause(s) of such action.
- L. Contractor shall include only amounts for Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City on its payment applications, and only that portion of the Change Order Work actually performed. Contractor shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.
- M. Submission of Electronic Certified Payrolls. City will not process any monthly progress payment applications until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Contractor shall prepare certified payrolls in accordance with the requirements of section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and materials incorporated into the Work.
  - 1. Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the internet. The City will assign the Contractor and each Subcontractor and Supplier a log-on identification and password to access the PRS.
  - 2. Use of the PRS may require Contractor, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.
  - 3. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.
  - 4. Contractor shall comply with the requirements of this subparagraph 9.03M at no additional cost to the City.
  - 5. The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

- N. The City will not process monthly progress payment applications until Contractor has 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 California Department of Industrial Relations in the manner specified by the DIR.
- O. 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% or more complete, the City may reduce retention funds to an amount equal to 200% 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. The City will issue payment based on the City's determination that the Work has progressed satisfactorily to the point stated in the application for payment. Payment shall 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. A third party has filed claim for damages alleged to arise from Contractor's Work, 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. Contractor is responsible for damage to the City or another contractor.
  - 6. The City determines that Contractor will not complete the Work 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 has failed 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 has failed to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.

9. The City determines that Contractor has failed 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, Contractor shall grant the City's written request 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, City will be responsible for the cost of maintenance and repair due to ordinary wear and tear caused by the City. 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 10 working days from receipt of Contractor's written notification, the City will inspect the Work to determine whether it 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 within 15 working days from Contractor's notice, which lists all Items that Contractor must correct or complete 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 10 working days of receipt of Contractor's written notice, the City will verify whether Contractor has completed all Punch List / Final Completion items. If the City finds that any of the Punch List / Final Completion items are not complete, the City will notify Contractor in writing within 15 working days from Contractor's notice. Contractor shall promptly take actions necessary to complete such Punch List / Final Completion items. The City will add to or modify the Punch List if it discovers additional non-compliant work prior to Final Completion.
- 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 that may become due

as a result of Contractor's failure to achieve Final Completion within the time prescribed in Section 00 73 02, Contract Time and Liquidated Damages. The City may deduct all such costs of the City and its consultants from amounts that 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% 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, and the Commission issues a Resolution accepting the Work, the City will issue a written certificate of acceptance as required by section 6.22(k) of the Administrative Code stating that the Work is acceptable, and Contractor will receive the final 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 that require lengthy fabrication periods. City will issue payment according to and limited to the specific authorization and process set forth in the Agreement Form (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. City will not issue partial payment 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. City will not issue partial payment 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% 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 shall be 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. City will not issue partial payment 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 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.
  - d. 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 an 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.
- e. 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.
  - f. 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.
  - g. 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.
  - h. Contractor shall deliver stored material and equipment to the Site. After delivery, if Contractor or City discovers any inherent or acquired defects 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**

Contractor shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Section 00 73 16, Insurance Requirements.

**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, Performance and Payment Bond Form:
1. a corporate surety bond, in a sum not less than 100% 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% 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 (Instruction to Bidders) and Section 00 52 00 (Agreement Form) 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 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 day per worker.
  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. Certified 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. Contractor shall certify the accuracy and completeness of payroll records under penalty of perjury and submit payroll information electronically to the City and, where required, to the California Department of Industrial Relations, as set forth in Paragraph 9.03M. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor on the following basis:
  - a. Contractor shall make available for inspection or shall furnish a certified copy of an employee's payroll record to any employee or his or her authorized representative upon request.
  - b. Contractor shall make available for inspection or shall furnish a certified copy of all payroll records to a representative of the City upon City's request.
  - c. Contractor shall make a certified copy of all payroll records 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 Contractor 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 California Labor Code section 1776. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, City shall withhold such penalties 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 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 of every tier 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 to 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)(7) 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 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 pre-scribed 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 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. Refer also to Section 00 73 19, Health and Safety Requirements.
- 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 Available Project Information, 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 Available Project Information, 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 Available Project Information, 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 Available Project Information, 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 Transportation Agency / 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 3.20 of these General Conditions.
- I. Pursuant to section 6705 of the California Labor Code, Contractor shall not begin excavation for trenches 5 feet or more in depth 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 shall submit a shoring plan 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 from its Work, the action of the elements, the carelessness of its subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. If a separate contractor covers over or integrates Contractor's improper Work with its own work, then Contractor is responsible for the cost to correct any damage or defects its improper Work caused to the separate contractor's work, and also the cost of removing and replacing the separate contractor's work in order to access and correct the improper Work, without any expense to the City.

#### **12.03 SAFETY PERMITS**

- A. Contractor shall obtain and pay for a California industrial safety permit 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.
  4. 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 Administrative Code Chapter 10. As set forth in Paragraph 13.04, 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 Paragraph 13.04, 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 13.01D, 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 Orders, 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 seven (7) days of the event, activity, occurrence, or other cause giving rise to the potential Claim. For potential Claims that involve or relate to an extra, change, addition or deletion to the Work, Contractor's seven day period to submit a Notice of Potential Claim will commence when the City Representative issues a final written decision denying, in whole or in part, Contractor's Change Order Request or other proper request for adjustment to the Contract Sum and/or Contract Time. Note that Contractor's failure to comply with required notice and submittal requirements for Change Order Requests (Article 6) or Differing Site Conditions (Paragraph 3.04) shall constitute grounds to deny any related 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 3.04 (Differing Site Conditions) must also identify the Escrow Bid Documents that formed the basis of Contractor's Bid to perform the Work affected by the alleged Differing Site 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 Paragraph 13.02 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, Dispute Resolution Advisor, or similar dispute resolution process that may be required by the Contract Documents.

### **13.03 CONTRACT CLAIM**

- A. General. 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.
- B. Deadline to Submit Contract Claim. The time to submit a Contract Claim will depend on the dispute resolution process(es) that are incorporated into the Contract Documents.

1. If the Contract Documents require the establishment of an issue resolution/escalation ladder, Dispute Review Board, Dispute Resolution Advisor, or similar mandatory or optional supplemental dispute resolution process(es), and Contractor timely refers a disputed issue to the applicable process(es), then the time to submit a Contract Claim shall be extended as set forth in the Contract Document that implements the supplemental dispute resolution process(es). For example, as set forth in Section 00 73 10 (Dispute Resolution Advisor), if used, for disputes reviewed by a Dispute Resolution Advisor and heard using a formal Dispute Meeting, Contractor must submit any certified Contract Claim for the dispute no later than 15 days after expiration of the acceptance period for the DRA Report. Contractor's timely referral of a disputed issue to a supplemental dispute resolution process that the Contract Documents identify as mandatory (e.g., Dispute Review Board) is a prerequisite to filing a Contract Claim under this Article. By failing to refer timely 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.
2. The following Contract Claim submittal requirements apply (i) if the Contract Documents do not establish a supplemental dispute resolution process or (ii) the Contract Documents establish an optional supplemental dispute resolution process(es) and Contractor elects to not refer the disputed issue to an optional supplemental dispute resolution process. In such cases, Contractor may file a Contract Claim only as to disputed issues presented to and rejected by the City Representative through the Notice of Potential Claim process set forth in Paragraph 13.04, below. The City Representative will respond, in writing, to Contractor's Notice of Potential Claim, submitted per Paragraph 13.04, within 30 days of receipt of the Notice. If the City Representative requires additional time to issue a determination, he or she will notify the Contractor of the same in writing, within the initial 30-day review period. Contractor shall submit a Contract Claim within 15 days of receipt of the City Representative's written determination on the Notice of Potential Claim if Contractor disputes the City Representative's written determination and wishes to preserve its right to pursue the disputed issue. In the event that the City Representative does not issue a written determination on Contractor's Notice of Potential Claim within the prescribed period, the Contractor must submit a Contract Claim either within 15 days of the expiration of the prescribed period, or 45 days of submitting its Notice of Potential Claim, whichever is later, if Contractor wishes to preserve its right to pursue the disputed issue.

C. 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, or Contractor's and Subcontractor's, as applicable, 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 13.03C.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.

D. 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

E. Additional Requirements for Contract Claims Seeking Time Extensions or Contesting the Assessment of Delay:

1. All Contract Claims seeking time extensions or challenging the assessment of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, a written analysis of all changes and all delays impacting the as-built critical path (the "As-Built Schedule Analysis"). Contractor shall base its As-Built Schedule Analysis on an as-built schedule that incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction. Contractor shall obtain the as-built schedule from the most recent baseline schedule or progress schedule update as of the time of the activity, occurrence or other cause giving rise to the Claim. Contractor shall create the as-built schedule as an early start schedule, and the schedule shall use the original activity durations for all incomplete Work and the actual logic driving all activities. The As-Built Schedule Analysis shall incorporate all delays (including City, Contractor and third-party Unavoidable Delays without exception) in the time frame that they occurred with actual logic ties. As part of its review of Contractor's As-Built Schedule Analysis, the City will determine the critical path and identify any City-caused and/or third-party caused delays (if any) on the critical path. The City will not review or consider any Contract Claim seeking time extensions or contesting the assessment of delay (including liquidated damages) that does not include an As-Built Schedule Analysis that meets the requirements of this subparagraph.

F. 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**

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 Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03F.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 will be 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 aforementioned 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 performance of 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 cure the Default completely 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. If the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including all liquidated damages for delays, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the City. The amount to be paid to Contractor or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.
1. Upon completion of all Work, Contractor shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.
- E. If, after termination of the Contractor's right to proceed, the City determines 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. City will make an adjustment as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay or interruption. City will not make an adjustment to the extent that:
1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
  2. City denies a request for an adjustment under another provision of this Contract.

#### **14.03 TERMINATION BY THE CITY FOR CONVENIENCE**

- A. Pursuant to section 6.22(l) of the 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. City shall deliver written notice of any such termination to Contractor 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 rights, 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 any part of the Work not included in the City-issued 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. Contractor shall submit such termination claim 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 any 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 City will undertake to amend the Contract accordingly, and City will pay Contractor the agreed amount. Nothing following, which prescribes 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 that the parties may agree upon to be paid to Contractor pursuant to this subparagraph 14.03D.
- E. If Contractor and the City fail to agree in accordance with subparagraph 14.03D on the whole amount City will pay 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 will 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 if Contractor had completed all the Work, City shall not be obligated to pay Contractor an amount for profit.
  2. The reasonable cost of the preservation and protection of property incurred as previously provided.
  3. The total sum City will pay to Contractor shall not exceed the total Contract Sum as reduced by:
    - a. the amount of payments already made;

- b. the Contract price or value of Work terminated; and
  - c. the fair value, as determined by the City, of destroyed, lost, stolen or damaged Work or materials for which Contractor was responsible.
- 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 waived 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, the City shall deduct:
  - 1. All unliquidated advances or other payments on account theretofore made to Contractor, applicable to the terminated portion of the Contract;
  - 2. Any Claim which the City may have against Contractor in connection with the 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. 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 Administrative Code, which is incorporated by this reference as if set forth herein in full.
- B. All litigation relative to the formation, interpretation and performance of the Contract Documents will be decided by a court of competent jurisdiction within the State of California.

### **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**

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**

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

## 1.01 SUMMARY

- A. This Section 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.
- C. Add the following new definition as new subparagraph 1.01A.99:

**“99. Contract Service Order:** A document that describes Work to be accomplished under this Contract. The City may issue any number of Contract Service Orders under this Contract, subject to the limits of the Contract Term, the Maximum Contract Amount, and the requirements of Administrative Code Section 6.64. The City shall have sole discretion to determine the number of Contract Service Orders issued. Refer to the Summary of Work, Section 01 11 00 for specific Contract Service Order procedures.”

## 1.02 ARTICLE 2

- A. Amend Paragraph 2.02 with the following a new subparagraph:
  - “F. City will furnish two Specifications, two reduced-size sets of Drawings (e.g. on 11”x17” paper), and two sets of full-size Drawings at no cost. Contractor shall pay the reproduction costs of any additional sets required.”

## 1.03 ARTICLE 3

- A. Amend subparagraph 3.07B with the following new subparagraph(s):
  - "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to those shown in Section 00 73 00/APB (if applicable)."

- B. Add the following new Paragraph:

**"3.23 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 Available Project Information 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."

#### 1.04 ARTICLE 4

- A. Add subparagraph 4.01.D to read as follows  
"D. The substitution of Subcontractors listed on Section 00 43 36 that will perform services in excess of one-half of one percent of Contractor's Total Bid Price shall be in accordance with California Public Contract Code §4107."

#### 1.05 ARTICLE 5

- A. Amend subparagraphs 5.01F, 5.01G, and 5.01H to read as follows:
  - "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 coordinate and cooperate with the other party at no additional cost to the City.
  - G. In case of dispute or lack of coordination between Contractor and other contractor(s) or the City, the City Representative will issue a written directive(s) resolving the dispute or addressing the lack of coordination, and Contractor shall follow any such directive(s) subject to its right to seek time and/or money under the terms of the Contract Documents as compensation for the impact of complying with the directive(s).
  - H. Contractor agrees to indemnify, defend and hold the City harmless for all claims or losses that the other contractors may incur as a result of their inability to reasonably obtain work areas under the control of the Contractor."

END OF SECTION



## SECTION 00 73 00/APB

## APPENDIX B: PERMITS AND AGREEMENTS TO BE OBTAINED BY THE CONTRACTOR

1.01 The permits and agreements to be obtained by the Contractor may include, but not be limited to:

- A. Electrical, plumbing and mechanical permits from the Department of Building Inspection, 49 South Van Ness Avenue, 2<sup>nd</sup> floor, San Francisco CA 94103, telephone (628) 652-3200.
- B. Excavation, street space, side sewer, night noise, and street improvement permits from the San Francisco Department of Public Works, Bureau of Street-Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, CA 94103, telephone (628) 271-2000. Refer to Section 00 73 73 – Statutory and Other Requirements for excavation code requirements.
- C. Special traffic permits from the Department of Parking and Traffic, Engineering Division, 1 South Van Ness Avenue, 7th Floor, San Francisco, telephone (415) 701-4500.
- D. Wastewater discharge permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321.
- E. 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) 695-7339 or San Francisco Permit Center, 49 South Van Ness Avenue, 2<sup>nd</sup> floor, San Francisco CA 94103.
- F. Combustible or flammable liquids permit from the San Francisco Fire Department.
- G. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division.
- H. Cal/OSHA permits.
- I. State, County and City transportation permits for oversized loads.
- J. Caltrans (as necessary such as oversized loads and installation of road closure signage).
- K. California Department of Forestry and Fire Protection for certification of construction equipment.
- L. Bay Area Air Quality Management District (BAAQMD) and the California Air Resources Board (CARB) permits and notifications.
- M. County well abandonment permits

- N. County hazardous materials certificate of registration
  - O. County soil boring permits
  - P. County traffic control permits
  - Q. San Francisco Demolition Permit
  - R. Permits and service requests from Pacific Gas and Electric Company (PG&E) and other utility owners, and underground and over-head facilities. A PG&E approval is needed for the demolition.
- 1.02 Contractor is responsible for payment fines, penalties, and all other costs of permit violations within the Contractor's control or responsibility.
- 1.03 The Contractor shall obtain and pay for (unless otherwise noted) all permits, inspections, and service requests to start and complete Work. Permit costs shall include all associated costs for notifications, walk-through, in-progress inspections, final inspections, oversight, and approvals.

END OF SECTION

## SECTION 00 73 02

## CONTRACT TIME AND LIQUIDATED DAMAGES

## 1.01 SUMMARY

- A. This Section specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

## 1.02 CONTRACT TIME

Contract Service Orders may be issued from the date of Certification of the Agreement by the San Francisco Controller.

- A. The Contractor shall be ready to perform Work when it receives the Notice To Proceed (“NTP”), which will be issued by the City Representative.
- B. The work of each Contract Service Order package shall commence within 5 calendar days after acknowledgement by the Contractor of receipt of Contract Service Order package. The work shall be prosecuted diligently thereafter and brought to final completion within the time limit as specified in the respective Contract Service Order package or within the lesser of 300 calendar days from the date of Certification. In no event shall the Contract Term exceed five (5) years from the date of Certification.

## 1.03 LIQUIDATED DAMAGES

- A. The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City and County of San Francisco the sum of five hundred dollars (\$500.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion as specified in the Contract Service Order.

## 1.04 MISCELLANEOUS LIQUIDATED DAMAGES, PENALTIES, AND FINES

- A. Contractor is advised that miscellaneous provisions for potential liquidated damages, penalties and fines are located elsewhere in the Contract, including but not limited to the following:
  - 1. Section 00 52 00, Article 4.03A – back wages due plus not less than \$50 per calendar day penalty for each worker not paid the highest general prevailing rate of wage; This is repeated in Article 11.01B.4 of Section 00 72 00 General Conditions.
  - 2. Section 00 52 00, Article 4.03B – back wages due plus not less than \$50 per calendar day penalty for each worker not compensated in accordance with the prevailing overtime standard and rate; This is repeated in Article 11.01B.5 of Section 00 72 00 (General Conditions).



3. Section 00 72 00, Article 11.02A.4 – a daily penalty for each worker consistent with analogous provisions of the California Labor Code, including section 1776, if after 10 days following Contractor’s receipt of a written notice of noncompliance with the payroll records certification requirements of California Labor Code section 1776, said noncompliance is still evident.
4. Section 00 73 30 and Administrative Code Section 6.22(g)(7)(F) – amount equal to the journeyman or apprentice prevailing wage rate, as applicable, for the primary trade used by Contractor or a Subcontractor for each hour by which Contractor or Subcontractor fell short of the local hiring requirement.
5. Section 00 73 73, Article 3.06B (Projects located in San Francisco only) – \$1,000 per day fine for each day that Contractor fails to comply with the Dust Control requirements of San Francisco Department of Public Works Order No. 171,378.
6. Traffic Control Related Fines (Projects located in San Francisco only) –
  - a. \$1,000 per calendar day Contractor fails to comply with the requirements for accessibility and placement of barricades.
  - b. \$2,000 for each occurrence, in addition to SFPD’s citation, the Contractor’s work is shut down due to the Contractor commencing work on city streets without having approved Traffic Control Plans on site (emergency work excepted).
  - c. \$500 per hour, or portion thereof, per lane for failure to provide the lane requirements as specified in Regulations for Working in San Francisco Streets Blue Book, 8<sup>th</sup> Edition, October 2021 (Blue Book) issued by San Francisco Municipal Transit Agency (SFMTA). In addition, if the Contractor's failure to provide the required traffic lanes causes traffic congestion requiring immediate action by the City to provide Parking Control Officers or Police to control the traffic manually, the Contractor shall pay the City these costs. The Officers shall be paid at overtime rate for a minimum of two hours and an additional one hour for travel time.
  - d. \$500 per calendar day for each solar operated Flashing Arrow Sign and/or Changeable Message Sign not furnished and in place in accordance with the Blue Book.
  - e. \$200 per calendar day per each traffic sign, traffic device, and/or non-skid steel plate not furnished and in place in accordance with the Blue Book.
  - f. \$500 per calendar day per block or portion of a block where there is no continuous construction activity within 24 hours of the posted effective date and time of the temporary “Tow-Away, No Stopping” zone.
  - g. \$500 per parking meter removed by the Contractor without authorization from the City Representative.
  - h. \$5,000 per unauthorized bus zone relocation or any other unauthorized use of temporary bus stop signs by the Contractor.

- i. \$1,000 per parking meter misplaced or lost by the Contractor..

END OF SECTION



## SECTION 00 73 16

## INSURANCE REQUIREMENTS

## 1.01 SUMMARY

- A. This Section includes insurance requirements, which amend Article 10 of the General Conditions.

## 1.02 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 for 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 \$4,000,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Broadform Property Damage, and completed operations.
  3. Commercial Automobile Liability insurance with limits not less than \$2,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired, or non-owned vehicles, as applicable.
- B. Approval of Contractor's insurance by the City will not relieve or decrease the liability of Contractor under this Agreement. The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase.

## 1.03 ADDITIONAL COVERAGES

- A. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, drawings, 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. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

- B. Environmental Pollution Liability: In the event that hazardous / contaminated material is discovered during the course of the work, and the Contractor or its subcontractors is required to perform abatement or disposal of such materials, then the Contractor, or its sub-contractor, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

#### 1.04 INSURANCE FOR OTHERS

- A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. Other parties to be protected by Contractor's liability insurance shall be as follows:
  - 1. City's consultants / City's subconsultants: N/A.
  - 2. Non-City Agencies:
- B. General /Auto Liability policies shall:
  - 1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees as well as others as required by contract and must include coverage for bodily injury and property damage.
  - 2. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

#### 1.05 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 5 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5%

of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.

- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 5 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 calendar days' advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages, except for non-payment of premiums for which no fewer than 10 calendar days' advance notice shall be provided to the City, unless otherwise approved by the City. All notices shall be made to:  
  
Manager, SFPUC Contract Administration Bureau  
City and County of San Francisco  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102.
- H. Contractor, upon receipt of any such notice of cancellation, shall file with the City a certificate of insurance of the required new or renewed policy, including applicable policy endorsements, at least 10 calendar days before the effective date of such cancellation, change or expiration, or as soon as practicable before such effective date in the case of non-payment issues. Upon request, Contractor promptly shall furnish the City with a complete copy of the new or renewed policy.

- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.06 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

END OF SECTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT</b> NAME: Susan Lane PHONE (A/C, No, Ext): 415-402-6627 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS: selane@woodruffssawyer.com														
<b>INSURED</b> Anvil Builders Inc. 1475 Donner Ave. San Francisco, CA 94124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Twin City Fire Insurance Company	29459	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :	
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INSURER D : Steadfast Insurance Company	26387														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER: 968087653****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> OCCUR            GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC            OTHER:         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>	Y	Y	83UENOD1245	1/1/2021	1/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY  <input checked="" type="checkbox"/> HIRED AUTOS ONLY         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>	Y	Y	83UENOD1254	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SXS180754501	1/1/2021	1/1/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WEOD1B1F	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability	Y		PEC004708805	1/1/2021	1/1/2022	Each Claim \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: San Francisco Public Utilities Commission Contract WD-2888(E), Stern Grove Emergency Site Restoration - The City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors officers, trustees, agents and employees are additional insureds per the attached. Insurance is primary and non-contributory per the attached. Contractual Liability included in the Policy Coverage Form. Umbrella Excess Liability is following form and fully and independently extends the coverage limits for both the Commercial General Liability and Auto Liability. Waiver of subrogation applies per the attached. Notice of cancellation will be provided per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of San Francisco  
 Manager, SFPUC Contract Administration Bureau  
 525 Golden Gate Ave. 8th Floor  
 San Francisco CA 94102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or



- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:



We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

### **SCHEDULE**

**Number of Days Notice:**Part A: 30Part B: 10Part C: 30**Name of Certificate Holder:**

San Francisco Public Utilities Commission,  
Construction Management  
City and County of San Francisco

**Mailing Address:**

525 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102.

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

### **SCHEDULE**

**Number of Days Notice:**Part A: 30Part B: 10Part C: 30**Name of Certificate Holder:**

San Francisco Public Utilities Commission,  
Construction Management  
City and County of San Francisco

**Mailing Address:**

525 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102.

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

**Policy Number:** 83 WE OD1B1F

**Endorsement Number:** 2

**Effective Date:** 02/18/21 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ANVIL BUILDERS INC.  
1475 DONNER AVE  
SAN FRANCISCO CA 94124

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

### **Schedule**

#### **Number of Days Notice:**

Part A: 30  
Part B: 10  
Part C: 30

#### **Name and Mailing Address of Certificate Holder**

San Francisco Public Utilities  
Commission, Construction Management City and County of San Francisco 525 Golden Gate Ave., 8th Floor San Francisco, CA 94102.



# Notification to Others of Cancellation or Nonrenewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 1807545-01	01/01/2021	01/01/2022		18621000	-----	-----

**Named Insured and Mailing Address:**

ANVIL BUILDERS INC  
1475 DONNER AVE  
SAN FRANCISCO, CA 94124

**Producer:**

BROWN AND RIDING INSURANCE SERVICES INC.  
777 S FIGUEROA ST STE 2550  
LOS ANGELES, CA 90017-5805

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SECTION V. CONDITIONS** is amended to include the following:

**Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  - a. To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and
  - b. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the **SCHEDULE** below.
2. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.
3. If notice as described in Paragraphs 1. or 2. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
City and County of San Francisco Manager SFPUC Contract Admin 525 Golden Gate Ave, 8th Floor San Francisco, CA 94012	10 days for cancellation; 30 Days for Non-renewal

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

**(1) Professional health care services such as:**

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

**(2) First aid services, which include:**

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have in the absence of the contract or agreement; or
- (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

**(a)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

**(b)** Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

**(5)** "Bodily injury" or "property damage" arising out of:

**(a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**(b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

**(1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

**(2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

**(1)** War, including undeclared or civil war;

**(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

## h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

## i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

## j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

## k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the



insured hosts, owns, or over which the insured exercises control.

**I. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

### (2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

#### e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

## **7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

## **8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

#### **6. Representations**

##### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

##### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

##### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
  - b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

## ENDORSEMENT #

This endorsement, effective January 1, 2021 - 12:01AM forms a part of

Policy No.            issued to  
PEC004708805  
by                      .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BLANKET ADDITIONAL INSURED ENDORSEMENT – VICARIOUS LIABILITY – JOB SITE, TRANSPORTATION AND NON-OWNED DISPOSAL SITE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

Section II. Definitions, I. INSURED, is amended to include the following:

With regard to coverage that may be afforded under Section I. Insuring Agreements, Coverage B.1. – JOB SITE - Occurrence, Coverage B.4 – TRANSPORTATION and Coverage B.5 – NON-OWNED DISPOSAL SITE only, any person or organization, other than a CLIENT, as required by a written contract signed by the NAMED INSURED, but only for:

1.        a POLLUTION CONDITION caused by CONTRACTING SERVICES; and
2.        the vicarious liability of the person or organization that results from the performance of CONTRACTING SERVICES,

provided that such written contract is signed by the NAMED INSURED prior to the commencement of the POLLUTION CONDITION.

Section IV. Exclusions, K. Insured versus Insured does not apply to a CLAIM by any person or organization that qualifies as an INSURED under this endorsement.

All other terms and conditions remain the same.

PCPoc209i 1012



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 83 WE OD1B1F

**Endorsement Number:**

**Effective Date:** 01/01/21

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ANVIL BUILDERS INC.

1475 DONNER AVE  
SAN FRANCISCO CA 94124

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative



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Hartford Fire Insurance Company

AMB #: 002231    NAIC #: 19682    FEIN #: 060383750

**Domiciliary Address**  
One Hartford Plaza  
Hartford, Connecticut 06155-0001  
United States

**Web:** www.thehartford.com  
**Phone:** 860-547-5000

**AM Best Rating Unit:** AMB #: 058707 - Hartford Financial Services Group, Inc.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

**Rating (Rating Category):** A+ (Superior)

**Affiliation Code:** p (Pooled)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** July 29, 2021

**Initial Rating Date:** December 31, 1907

Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Kathryn Steffanelli

*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Long-Term Issuer Credit View Definition

**Rating (Rating Category):** aa- (Superior)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** July 29, 2021

**Initial Rating Date:** July 14, 2005

Financial Size Category View Definition

**Financial Size Category:** XV (\$2 Billion or greater)

Disclosure Information

**Disclosure Information Form**  
View AM Best's Rating Disclosure Form

**Press Release**  
AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries  
July 29, 2021

View AM Best's Rating Review Form

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Effective Date	Rating
7/29/2021	A+
6/19/2020	A+
8/30/2019	A+
8/2/2018	A+
7/7/2017	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
7/29/2021	aa-
6/19/2020	aa-
8/30/2019	aa-
8/2/2018	aa-
7/7/2017	aa-


Hartford Fire Insurance Company - Company Profile - Best's Credit Rating Center


Related Financial and Analytical Data


The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087049	Hartford Fire Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc..

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

Date	Title
Jul 29, 2021	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co
Jul 07, 2017	A.M. Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Jan 18, 2017	A.M. Best Removes From Under Review and Upgrades Credit Ratings of Maxum Indemnity Company and Maxum Casualty Insurance Company

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Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions.

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Indian Harbor Insurance Company

AMB #: 011340 NAIC #: 36940 FEIN #: 061346380

**Administrative Office** View Additional Address Information

70 Seaview Avenue  
Stamford, Connecticut 06902-6040  
United States

**Web:** www.axaxl.com  
**Phone:** 203-964-5200  
**Fax:** 203-964-3444

**AM Best Rating Unit:** AMB #: 086106 - XL Bermuda Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength View Definition**

**Rating (Rating Category):** A+ (Superior)  
**Affiliation Code:** g (Group)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** September 17, 2021  
**Initial Rating Date:** April 26, 1993

**Best's Credit Rating Analyst**

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF  
**Associate Director :** Gregory Dickerson  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

**Long-Term Issuer Credit View Definition**

**Rating (Rating Category):** aa- (Superior)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** September 17, 2021  
**Initial Rating Date:** April 11, 2005

**Financial Size Category View Definition**

**Financial Size Category:** XV (\$2 Billion or greater)

**Note:** Credit Ratings on this company are European Union Endorsed and United Kingdom Endorsed

**Disclosure Information**

**Disclosure Information Form**  
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**Press Release**  
AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries  
September 17, 2021  
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u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1993.

**Financial Strength Rating**

Effective Date	Rating
9/17/2021	A+
9/29/2020	A+
12/12/2019	A+
12/6/2018	A+
3/6/2018	A u
8/11/2017	A

**Long-Term Issuer Credit Rating**

Effective Date	Rating
9/17/2021	aa-
9/29/2020	aa-
12/12/2019	aa-
12/6/2018	aa-
3/6/2018	a+ u
8/11/2017	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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View additional news, reports and products for this company.

Press Releases

Date	Title
Sep 17, 2021	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 29, 2020	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
Dec 06, 2018	AM Best Removes from Under Review, Upgrades Credit Ratings of XL Group Ltd, Its Main Property/Casualty Subsidiaries and XLIT Ltd
Mar 06, 2018	A.M. Best Places Credit Ratings of XL Group Ltd and Its Subsidiaries Under Review With Developing Implications
Aug 11, 2017	A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.

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Steadfast Insurance Company

AMB #: 003557    NAIC #: 26387    FEIN #: 520981481

**Domiciliary Address**  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
United States

**Web:** www.zurichna.com  
**Phone:** 800-987-3373  
**Fax:** 877-962-2567

**AM Best Rating Unit:** AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 086976 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

**Rating (Rating Category):** A+ (Superior)

**Affiliation Code:** g (Group)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** October 01, 2021

**Initial Rating Date:** June 30, 1974

Long-Term Issuer Credit View Definition

**Rating (Rating Category):** aa- (Superior)

**Outlook (or Implication):** Positive

**Action:** Affirmed

**Effective Date:** October 01, 2021

**Initial Rating Date:** September 14, 2004

Financial Size Category View Definition

**Financial Size Category:** XV (\$2 Billion or greater)

Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Associate Director :** Edin Insirovic

**Director:** Robert Raber

*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

**Disclosure Information Form**  
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**Press Release**  
AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries  
October 01, 2021

View AM Best's Rating Review Form

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1974.


Financial Strength Rating


Effective Date	Rating
10/1/2021	A+
10/2/2020	A+
9/25/2019	A+
9/19/2018	A+
12/8/2017	A+
12/1/2016	A+


Long-Term Issuer Credit Rating

Effective Date	Rating
10/1/2021	aa-
10/2/2020	aa-
9/25/2019	aa-
9/19/2018	aa-
12/8/2017	aa-
12/1/2016	aa-

Best's Credit & Financial Reports

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 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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Oct 01, 2021	AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 02, 2020	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 25, 2019	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 19, 2018	A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 08, 2017	A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
Oct 02, 2015	A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates

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Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions.

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Twin City Fire Insurance Company

AMB #: 002235 NAIC #: 29459 FEIN #: 060732738

**Administrative Office** View Additional Address Information

One Hartford Plaza  
Hartford, Connecticut 06155-0001  
United States

Web: www.thehartford.com  
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A+ (Superior)  
**Affiliation Code:** p (Pooled)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** July 29, 2021  
**Initial Rating Date:** June 30, 1916

**Best's Credit Rating Analyst**

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Kathryn Steffanelli  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aa- (Superior)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** July 29, 2021  
**Initial Rating Date:** July 14, 2005

**Financial Size Category** View Definition

**Financial Size Category:** XV (\$2 Billion or greater)

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July 29, 2021  
  
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u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1916.

**Financial Strength Rating**

Effective Date	Rating
7/29/2021	A+
6/19/2020	A+
8/30/2019	A+
8/2/2018	A+
7/7/2017	A+

**Long-Term Issuer Credit Rating**

Effective Date	Rating
7/29/2021	aa-
6/19/2020	aa-
8/30/2019	aa-
8/2/2018	aa-
7/7/2017	aa-



Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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Press Releases

Date	Title
Jul 29, 2021	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co
Jul 07, 2017	A.M. Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Jun 17, 2016	A.M. Best Affirms Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries

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23 items in 3 pages

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COMPANY PROFILE

Company Information

HARTFORD FIRE INSURANCE COMPANY  
ONE HARTFORD PLAZA  
HARTFORD, CT 06115

Old Company Names Effective Date

Agent For Service

AMANDA GARCIA  
330 N Brand Blvd Ste 700  
Glendale CA 91203-2336

Reference Information

NAIC #:	19682
California Company ID #:	0085-1
Date Authorized in California:	01/07/1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: 0091 HARTFORD FIRE & CAS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.  
For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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Company Information

TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HO-1-09

HARTFORD, CT 06115

800-937-3727

Old Company Names	Effective Date
TWIN CITY INSURANCE COMPANY OF INDIANA	07/01/1987

Agent For Service

AMANDA GARCIA  
330 N Brand Blvd Ste 700  
Glendale CA 91203-2336

Reference Information

NAIC #:	29459
California Company ID #:	3100-5
Date Authorized in California:	07/01/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0091 HARTFORD FIRE & CAS GRP

Lines Of Business

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AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## Surplus Line Insurer (LASLI) Lookup

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### INDIAN HARBOR INSURANCE COMPANY

NAIC Number	36940
NAIC Group Number	968
NAIC Group Name	AXA INSURANCE GROUP
State of Domicile	DE
Date Incorporated	06/23/1992
A.M. Best Financial Strength Rating	A+ SUPERIOR
Effective Date	Sep 2021
Outlook	Stable
Principal Place of Business	200 Liberty Street New York, NY 10281
Approval Date	12/08/1995
SLA Number	3177
State Department of Insurance	<a href="http://www.state.de.us/inscom">http://www.state.de.us/inscom</a>
Date Business Commenced	08/28/1992
Mailing Address	70 Seaview Avenue Stamford, 06902
Telephone	+1 (800) 688-1840
Fax	+1 (203) 964-0763
Company Web Address	<a href="http://www.axaxl.com">www.axaxl.com</a>
Agent for Service of Process	Ms. Amanda Garcia CT CORPORATION SYSTEM 330 N. Brand Blvd. , Ste. 700 Glendale, CA 91203-2336 P: +1 (213) 337-4615 F:
Contact Broker	Mr. Roger Chaix CEO & Chairman R.E. CHAIX & ASSOCIATES INSURANCE BROKERS, INC. 3200 EL CAMINO REAL, SUITE 290 IRVINE, CA 92602 P: +1 (949) 722-4177 F: +1 (949) 722-4172

Disclaimers in Regards to LASLI Company Information

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\*Other Names abbreviations are:

- FKA - Formerly Known As
- AKA - Also Known As
- DBA - Doing Business As
- Merged - Merged

Downloads

[List of Approved Surplus Lines Insurers \(LASLI\)](#)  
PDF, 87.58 KB

[NAIC Quarterly Listing Alien Insurers](#)  
PDF, 586.01 KB

[California LASLI Filing Requirements Guide](#)  
PDF, 372.24 KB





# Surplus Line Insurer (LASLI) Lookup

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## STEADFAST INSURANCE COMPANY

NAIC Number	26387
NAIC Group Number	212
NAIC Group Name	ZURICH INSURANCE GROUP
State of Domicile	IL
Date Incorporated	08/31/1973
A.M. Best Financial Strength Rating	A+ SUPERIOR
Effective Date	Oct 2021
Outlook	Stable
Principal Place of Business	1299 Zurich Way Schaumburg, IL 60196-1056
Approval Date	07/18/1995
SLA Number	1401
State Department of Insurance	<a href="http://www.insurance.illinois.gov/">http://www.insurance.illinois.gov/</a>
Date Business Commenced	05/01/1988
Mailing Address	1299 Zurich Way Schaumburg, IL 60196-1056
Telephone	+1 (847) 605-3284
Fax	+1 (224) 539-9633
Company Web Address	<a href="http://www.zurichna.com">www.zurichna.com</a>
Agent for Service of Process	Ms. Melissa DeKoven CORPORATION SERVICE COMPANY DBA: CSC-LAWYERS INCORPORATING SERVICE , 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833-3505 P: +1 (888) 690-2882 F: (302) 636-5454
Contact Broker	Mr. John Forest Monroe SULLIVANCURTISMONROE INSURANCE SERVICES, LLC 1920 MAIN ST STE 600 IRVINE, CA 92614-7226 P: +1 (949) 250-7172 F: +1 (949) 852-9762

Disclaimers in Regards to LASLI Company Information

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\*Other Names abbreviations are:

- FKA - Formerly Known As
- AKA - Also Known As
- DBA - Doing Business As
- Merged - Merged

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- [NAIC Quarterly Listing Alien Insurers](#)  
PDF, 586.01 KB
- [California LASLI Filing Requirements Guide](#)  
PDF, 372.24 KB

## SECTION 00 73 17

## PDF DOCUMENT LIABILITY WAIVER AND RELEASE

## 1.01 SUMMARY

- B. The City may issue to Contractor Portable Document Format (PDF) 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.

## 1.02 PROJECT CONDITIONS

- C. The City's issuance of Project PDF files to Contractor is not a representation of the completeness or accuracy of the information contained in the files.
- D. 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 PDF 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 PDF files accurately conforms to said Contract Documents.
- E. Contractor agrees not to transmit to third parties or otherwise reuse Project PDF files without prior written consent of the City. Unauthorized use of Project PDF files shall be at the sole liability of the user.
- F. Contractor hereby agrees to release the City from inaccuracies, incompleteness, or discrepancies between Project PDF files and said printed versions of the Contract Documents.
- G. Contractor shall be responsible for all damages resulting in whole or in part from inaccuracies, incompleteness, or discrepancies between said Project PDF files and said printed versions of the Contract Documents.

END OF SECTION





## SECTION 00 73 19

## HEALTH AND SAFETY REQUIREMENTS

## INTRODUCTION

This Section sets forth general health and safety requirements for the Contract.

Contractor shall be solely and fully responsible for compliance with all laws, rules and regulations applicable to health and safety of persons during the performance of the Work, and shall fully assume the defense of, indemnify, and hold harmless those entities and persons identified in Sections 00 72 00 and 00 73 16. Contractor shall be solely and fully responsible for all construction means, methods, techniques, sequences, and procedures, including all safety precautions and programs taken in connection with the Work, as well as coordinating all portions of the Work. Contractor, not the City, is responsible and liable for the health and safety of Contractor's employees and Subcontractors as set forth in applicable statutes, laws, and regulations. Contractor shall be solely responsible for any and all fines, penalties or damages which result from its failure to so comply.

The health and safety requirements specified in this Section are not all-inclusive. In addition, some of the requirements specified may not apply to the specific Work of this Contract. It is Contractor's sole responsibility to identify and comply with all applicable health and safety requirements for the Work. The City will neither assume administration nor direct control and responsibility for maintaining Contractor's health and safety program.

Nothing contained in this Section shall relieve Contractor, or any Subcontractor or Supplier, from the obligations set forth above and obligations as required by applicable laws, rules, or regulations. If a provision of this Section conflicts with any applicable provision of this Contract or any federal, state, or local safety regulations, the more stringent requirements that maintain a greater level of safety shall apply. Section includes:

- 1.0 Related Documents
- 2.0 Submittals
- 3.0 References
- 4.0 Definitions
- 5.0 General Health and Safety Requirements
- 6.0 Staff Organization
- 7.0 Controlled Substance Abuse and Alcohol
- 8.0 Training
- 9.0 Meetings
- 10.0 Project Activity Hazard Analysis/Job Hazard Analysis Program
- 11.0 Site-Specific Contractor Health & Safety Plan (HASP)
- 12.0 Inspections
- 13.0 Incident Reporting and Investigation
- 14.0 Personal Protective Equipment (PPE)
- 15.0 Emergency Equipment
- 16.0 Logs, Reports, and Recordkeeping
- 17.0 Remedial Action

## 1.0 RELATED DOCUMENTS

Documents related to the health and safety requirements set forth in this Section include, but are not necessarily limited to the following:

- A. Contractor Health and Safety Plan (HASP) Template
- B. Section 00 72 00 (General Conditions)

## 2.0 SUBMITTALS

This Article summarizes required safety-related Submittals. This Article is not intended to be all-inclusive. In addition, some Submittal requirements specified below may not apply depending on the specific Work under this Contract. Contractor is solely responsible for identifying and submitting to the City and appropriate authorities having jurisdiction all Submittals required by applicable laws, rules, and regulations.

- A. Site-Specific Contractor Health and Safety Plan (HASP) – Submitted to the City Representative 10 working days prior to commencement of Site work activities.
- B. Resume for the Site Safety Representative (SSR)
- C. Activity Hazard Analysis (AHA) or Job Hazard Analysis (JHA) shall be completed in conformance with OSHA standards and must be submitted with the HASP for all known activities which may pose known hazards or risks. During the course of the project, the Contractor is to utilize the AHA/JHA template for all significant activities and tasks with a high-risk potential, describing the job steps, key equipment to be used, hazards associated with each job step, and the controls used to remove or minimize the associated hazards – Submit to the City Representative on request (if applicable).
- D. Project Specific Contractor Hazardous Communications Plan – Submitted to the City Representative 10 working days prior to commencement of Site work activities
- E. Air Monitoring Results/Reports – Submitted to the City Representative on request (if applicable)
- F. Monthly Field Project Report – Including man-hours, incident/injury and property damage reports – Submitted to the City Representative on a monthly basis within 5 days of the last working day of the month
- G. Heavy Equipment Inspection Forms – Submitted to the City Representative on request (if applicable).
- H. Detailed three-week Look-Ahead Schedule addressing specific scheduled activities, the associated hazards and their mitigation shall be addressed in the AHA's previously submitted. The look ahead schedule shall be reviewed to ensure applicable AHA's are in place for the upcoming work – The schedule should be submitted to the City Representative on request (if applicable)
- I. Incident Investigation Reports – Submitted to the City Representative within 24 hours of the project incident
- J. HASP modification requests, and approved modifications to the appended HASP – Submitted to the City Representative for review (if applicable)
- K. Documentation for all individuals applicable to Regulatory Medical Surveillance guidelines and HAZWOPER training per Cal/OSHA requirements – Submitted to the City Representative for review prior to beginning any work associated with these requirements (if applicable)

- L. Critical Lift Plans – Submitted to the City Representative a minimum of three work days in advance of work to allow for review (if applicable)
- M. Crane Inspection Certifications – Submitted to the City Representative a minimum of three work days prior to the start of work (if applicable)
- N. Crane Operators certification – Submitted to the City Representative on request (if applicable)
- O. Applicable employee training and required medical approval documentation in compliance with Cal/OSHA standards
- P. Copies of detailed and documented annual and Quad crane inspections conducted by qualified individuals
- Q. Written crane inspections to City Representative on a daily basis
- R. A final report submitted within 20 working days following completion of the on-site work and prior to final acceptance by the City. The following minimum information shall be included in the final report:
  - 1. Summary of the overall performance of safety and health (accidents or incidents including near misses, unusual events, lessons learned, etc.)
  - 2. Final decontamination documentation including procedures and techniques used to decontaminate equipment, vehicles, and on-site facilities.
  - 3. Complete summary of personnel monitoring
  - 4. Complete summary of air monitoring accomplished during the project (if applicable)
- S. Arc Flash Risk Analysis – Submitted to the City 10 working days prior to performing electrical work on equipment/panels 240 volts or above. For any and all work on energized lines/equipment, Contractor shall also submit the qualifications of the Electricians performing such work to the City Representative upon request. For any system that the Contractor does not believe meets this threshold, the Contractor should submit a justification which includes but is not limited to Hazard Risk Category of the equipment in question, the results of the Shock Risk Assessment, and Arc Flash Assessment
- T. Energized Electrical Work Permit – Contractor shall submit an Energized Electrical Work Permit, which is attached to this Section as **Exhibit A**, 72 hours prior to performing energized electrical work. The permit submitted shall cover only the work detailed in the permit. Should the location or work change, a new Energized Electrical Work Permit will be required.
- U. Electrical Safety Program – Submitted to the City Representative on request (if applicable)
- V. Excavation Plan – For all excavation work below five feet, where a California Dig Permit is required to be held by the Contractor, an excavation plan shall be submitted. The plan shall define work approach, methods and mitigations in place to ensure for safe entry and delineation of open trenches /excavations. For excavations deeper than 20 feet, the plan shall be stamped and signed by a California-registered Professional Engineer (Civil/Structural) as required by Cal/OSHA.

### 3.0 REFERENCES

Work performed shall be consistent with the following guidelines and references and in compliance with all applicable regulations and standards, including those listed below. In the case that these requirements are conflicting, the one which offers the greatest level of safety shall be followed.

- A. Cal/OSHA Occupational Safety and Health Administration (OSHA) Regulations
  - 1. CCR Title 8 Standards (All)
  - 2. CCR Title 8 Tunnel Safety Orders (8400-8568)
- B. National Institute for Occupational Safety and Health (NIOSH) Publications
- C. U.S. Environmental Protection Agency (USEPA) Publications
- D. American Conference of Governmental Industrial Hygienists (ACGIH) Publications
- E. NFPA 70E 2018 Edition – Standard for Electrical Safety in the Workplace
- F. ANSI/NFPA 70 – National Electrical Code
- G. InterNational Electrical Testing Association – NETA ATS latest Edition: Acceptance Testing Specifications, and/or NETA MTS latest Edition: Maintenance Testing Specifications.

#### 4.0 DEFINITIONS

- A. Activity Hazard Analysis (AHA)/Job Hazard Analysis (JHA) – a form used to identify the task and break it down into steps, identify the hazards associated with each step, and identify the control measures used for each step to protect the worker, environment or public. This form is also commonly referred to as Job Safety Analysis (JSA).
- B. Arc Flash – a dangerous condition associated with the possible release of energy caused by an electric arc.
- C. Competent Person – one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them
- D. Hot-Work – any activity using tools or equipment resulting in the generation of sparks or open flame. This includes, but is not limited to, cutting or burning with torches, welding, grinding, and the use of reciprocating saws
- E. Incident – any unplanned or unexpected event that results in personal injury, property damage, or environmental release
- F. Near-miss Incident - any unplanned or unexpected event that could have resulted in personal injury, property damage or environmental release, but does not, due to luck, chance, or other circumstances.
- G. Project Minimum Personal Protective Equipment (PPE) – ANSI Z87.1 safety glasses/shields; hard hat; work boots or protective footwear; gloves; hearing protection; and high visibility vest
- H. Qualified Person – one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, the work, or the project.
- I. Site Safety Representative – a Contractor’s employee(s) who is exclusively assigned to the project based on the contract scope of work, responsible for all aspects of Safety on the project site(s), and assigned to the site(s) on a full-time basis for the entire duration of construction activities.
- J. Work Areas – Refers to the perimeter of the work area for that specific Contractor.

## 5.0 GENERAL HEALTH AND SAFETY REQUIREMENTS

- A. The list of general health and safety requirements set forth in this Article is not a comprehensive list of all requirements that may apply to Work under this Contract. In addition, some of the specified requirements may not apply to the Work under this Contract, depending on the type and scope of the Work. Contractor is solely responsible for determining and complying with all applicable health and safety requirements in accordance with applicable laws, rules, and regulations.
- B. Contractor shall implement a zero incident philosophy on the project and establish a goal of zero accidents and zero injuries with work tasks designed to minimize or eliminate hazards to personnel, process, equipment, environment, and the general public.
- C. Contractor shall develop and use Activity Hazard Analyses (AHAs)/Job Hazard Analyses (JHAs) that address all elements of work required by Cal/OSHA to be undertaken by the Contractor.
- D. Contractor shall have a written Lockout/Tagout Procedure that complies with CCR Title 8, Section 3314. The written program will also be coordinated with and submitted to SFPUC facility personnel when applicable based on scope and location of work.
- E. The Prime Contractor shall be the Controlling Contractor for all confined space operations or work and shall have a written Confined Space Program that complies with CCR Title 8, Subchapter 4 Construction Safety Orders, Section 1950-1962 and shall submit as part of the Contractor's site specific HASP for all contracts with confined space work. Contractor shall provide City Representative with documentation of confined space entrant(s), attendant(s), supervisor(s), and rescue training.
  - 1. The following Confined Space requirements shall be incorporated into the Contractor's Confined Space Program and are required for working within all SFPUC jobsites and assets:
    - a. Contractor's Project Site Safety Representative shall be present at the worksite from the time that entry into a permitted confined space is initiated until exit from the confined space has been completed for all confined space entries.
    - b. Each entrant shall be equipped with a four-gas meter capable of detecting hydrogen sulfide (H<sub>2</sub>S), carbon monoxide (CO), oxygen (O<sub>2</sub>), and Lower Explosive Limit (LEL) gases in accordance with Cal/OSHA atmospheric testing requirements for confined spaces.
    - c. Include procedures to coordinate entry operations for all persons entering the confined space.
    - d. Contain site specific procedures required to protect employees and any members of the public within 100 feet of the confined spaces entrance(s).
    - e. Shall include an evaluation of the hazards identified with the confined space(s) that may cause a particular space to be deemed or cause a space to become a Permit-Required Confined Space.
    - f. Shall include a provision to communicate any immediate hazard posed by the confined space or hazards within the confined space to SFPUC or other City personnel
    - g. Shall include a debriefing at the conclusion of confined entry operations to report any hazards encountered or created within the confined space.

- h. For all permit-required confined space entries, shall follow the subsequent additional requirements:
    - i. Contractor's Project Site Safety Representative shall be present, within 100 feet from the entrance(s), and fulfill the role of the Entry Supervisor from the time that entry into a permitted confined space is initiated until exit from the confined space has been completed.
    - ii. The Contractor shall continuously monitor the confined space using a four-gas meter equipped with pump module which draws air across the sensor and capable of remote sampling by use of extendable wand, or probe attached to the meter by tubing, into the hazardous atmosphere while the user remains outside the confined spaces.
    - iii. Each entrant shall remain connected to a retrieval device, have a self-contained self-rescuer device with a minimum of 10 minutes of air, or must have a rescue service or crew able to respond to a rescue summons in a timely manner, considering the hazard(s) identified and capable of fulfilling the Cal/OSHA requirements, as delineated in Subchapter 4. Construction Safety Orders Article 37. Confined Spaces in Construction.
    - iv. If Contractor plans to utilize a rescue crew, service, or emergency service, the Contractor shall submit the following for City Representative's review and acceptance prior to entry.
      - 1. Documentation showing who will provide rescue services.
        - a. If using an emergency service provider to perform rescue or rescue standby, the Contractor must submit a copy of a letter of agreement from the named emergency service provider, stating the emergency service provider will provide confined space rescue and understands the hazards of the confined space for the work performed under this contract.
      - 2. Documentation demonstrating adequate training of rescue personnel if using Contractor or subcontractor personnel to perform rescue.
  - 2. For entry into all Wastewater assets:
    - a. The Contractor shall notify the designated Wastewater Operations personnel upon entry and exit of each asset. This includes, but is not limited to, entry onto Wastewater Treatment Plants/Pump stations, outfalls, manholes, transport boxes, cisterns, storm drains, etc.
  - 3. For all work performed within SFPUC Wastewater Treatment Plants and Pump Stations, or other SFPUC Wastewater facilities, no personal vehicles will be allowed onsite.
  - 4. The Contractor, along with the Contractor's SSR, shall to meet with the City Representative to receive a Contractor Advisement after NTP and prior to start of work. The purpose of the Contractor Advisement is to provide specific information about potential hazards and to review the SFPUC procedures, specific to the planned confined space work within any of our existing assets and/or facilities.
- F. Contractor shall have a written Fall Protection Plan which must require fall protection for all work activities that occur at a height of 6 feet or greater. Fall Protection Program shall be required by the Contract dependent on the scope of work. No work may occur

- above 6 feet without fall protection/fall arrest system in place. All aspects of the plan shall be communicated to all affected employees and subcontractors.
- G. Hoisting of personnel on a personnel platform by a crane or derrick is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions. This type of operation must meet the requirements of Cal/OSHA regulatory requirements.
  - H. Never raise a load over people or occupied buildings. Tag lines must be used to control every load. All materials shall be rigged to prevent unintentional displacement. Hooks with self-closing safety latches shall be used to prevent components from slipping out of the hook. Defective rigging equipment shall be tagged and removed from service. Only trained persons shall rig materials to be hoisted.
  - I. Only qualified operators may operate power equipment. Seat belts must be worn if available or required.
  - J. Safe lifting procedures for cranes and hoists must be developed, documented, and provided to the City Representative upon request. Crane and hoist operators and qualified riggers must conduct rigging equipment inspections prior to each use on each shift and as necessary during its use.
  - K. Preventative maintenance must be conducted on cranes, hoists, or other equipment use on the project in accordance with manufacturer's guidance or regulatory requirements.
  - L. Riding on hooks, headache balls, slings of hoisting equipment, or sideboards/tailboards of equipment is strictly prohibited.
  - M. Scaffolds shall be built per Cal/OSHA standards.
  - N. All scaffolds must be inspected by a Qualified Person before use and must be designed for the safe working load. Guardrails and toe-boards shall be used on all scaffolds and secured per Cal/OSHA requirements. Rolling tower scaffolds must be locked while the scaffold is in use.
  - O. Scaffold platforms which are 6 feet, or greater, above any working surface must be equipped with a guardrail system – Top rails (42 inches plus or minus 3 inches), mid rails (midway between the top rail and the scaffold platform) and toe boards – or personal fall arrest systems must be utilized.
  - P. No scaffold shall be erected, moved, dismantled, or altered except by trained personnel under the authority of the Qualified Person.
  - Q. The Scaffold Tag System shall be implemented using red, yellow, and green tags.
  - R. Outriggers and platforms below the working/walking level shall be fully planked.
  - S. Contractor shall perform a Shock Risk Assessment, in accordance with NFPA 70E – 130.04, and Arc Flash Risk Assessment in accordance with NFPA 70E – 130.5 prior to performing electrical work on any and all equipment operating at 50 volts and higher.
  - T. Energized lines/equipment shall not be installed, repaired or removed, except by an Electrician who has successfully completed a NFPA 70E course or an equivalent course. Documentation of training shall be submitted to the City Representative upon request.
  - U. Prior to Final Completion and prior to turning over equipment, Contractor shall affix all final required Arc Flash labeling.
  - V. Electrical equipment shall not be installed, repaired, or removed except by trained qualified electricians.
  - W. Temporary lighting must be guarded.



- X. All 120-volt, single phase 15 and 20-ampere receptacle outlets on construction sites, which are not part of permanent wiring of the building or structure and are in use by employees, shall have approved Ground Fault Circuit Interruption (GFCI) for personnel protection.
- Y. Extension cords must be at least 16-gauge heavy duty 3-wire with a UL approved three prong ground plugs.
- Z. Gasoline and similar flammable liquids must be stored only in and approved safety containers and in areas free of bringing hazards.
- AA. Open fires are strictly prohibited on the job sited.
- BB. Every hot-work operation must have a properly trained and equipped fire watch with appropriate fire extinguishers for the specific hazard in the work area. The fire watch must remain in the work area for at least 30 minutes after the hot-work activity is completed.
- CC. The contractor will utilize a hot-work permit system when working in/around a combustible environment.
- DD. Defective tools and equipment must be taken out of service and shall be properly repaired before reuse.
- EE. Compressed gas cylinders shall remain standing and securely tie down, whether empty or full. Valves shall be closed on all empty cylinders. Protection caps shall remain on cylinders when not in use.
- FF. When cylinders are not in use, they must be secured and capped. If cylinders are not used within a 24-hour period, they are considered to be in storage, and must be secured, capped, and separated. Separate oxygen and fuel gas cylinders by a minimum distance of 20 feet or by a noncombustible barrier that is at least 5 feet high, and has a fire-resistance rating of a 1/2 hour.
- GG. A motor vehicle engine shall not be left running if the vehicle/equipment is unattended unless it is necessary in the normal operational requirement of the unit. Unattended means that the operator has left the normal control position of the vehicle. The vehicle shall be placed in PARK on the transmission, emergency brake set and at least one rear wheel chocked.
- HH. All moving equipment must be equipped with back-up alarms.
- II. Job-made wooden ladders can be utilized on the job site if they meet Cal/OSHA requirements.
- JJ. Stepladders (A-Frame) must be fully open and cannot be used as straight/extension ladders.
- KK. Tie-off all straight and extension ladders to keep them secure. Straight and extension ladders must extend 3 feet beyond the top landing. The base of the ladder shall be set out at least one-fourth of the ladder height measured from bottom to point of bearing.
- LL. Contractor is responsible for cleaning up and removing hazardous and non-hazardous waste generated on the job site.
- MM. Each Contractor shall be responsible to maintain areas where he is performing work free from waste materials, debris, and rubbish.
- NN. All protruding nails in form lumber, boards, etc., must be withdrawn or bent into the wood before the wood is stacked or piled.
- OO. Provide a proper collection container and floor protection when using cutting oil, solder flux, hydraulic oil, and other fluids. In the event of a large spill, immediately install acceptable containment barriers and notify the City Representative.

- PP. Follow the safety standards for Tunnel work as specified in Cal/OSHA Title 8, Section 8400-8568 regulations. The Contractor is required to provide the necessary Emergency Rescue Team.
- QQ. Alcoholic beverages, recreational drugs, and people under the influence of these substances are not permitted on the job site.
- RR. Weapons and firearms are strictly prohibited on the job site.
- SS. Heavy equipment operators are prohibited from using music radios/headsets, cellular phones, internet access devices, and other similar distracting objects/devices while occupying the cab of the equipment when the heavy equipment is idling or operating on the jobsite.
- TT. No cameras or video equipment are permitted on site except as necessary to document the progress of the Work, as may be allowed under the Site Security Guidelines or approved by the City Representative.
- UU. Smoking is only allowed in designated project areas based on the City Representative's approval.
- VV. Horseplay and fighting are prohibited.
- WW. Protect floor openings by providing adequate barricades and secured covers. All covers must be painted with high visibility paint or shall be marked with the word "HOLE" or COVER" to provide warning of the hazard.
- XX. All project employees to include trade workers, vendors, and visitors must comply with the project's security and access program as outlined in the Contract Documents.
- YY. All liquid hazardous materials must be properly contained in accordance with the Contract Documents and environmental regulations.
- ZZ. Park in designated Contractor-parking areas. The driver of any motor vehicle on job site is responsible for its safe condition and use. The driver is required to have a valid driver's license and the vehicle must have a valid license plate. All job site traffic rules must be obeyed.

## 6.0 STAFF ORGANIZATION

- A. The Contractor shall develop an organizational structure that sets forth lines of authority, responsibility, and communication. The Contractor shall include a description of this organization and responsibilities of each key personnel (see Article 11.0, below)
- B. The Contractor shall designate in writing, subject to contract requirements, at least one individual to be the full time Site Safety Representative (SSR). If more than one project site working shift is initiated, the Contractor will have to ensure that provisions are made to have a qualified SSR for all work shifts.
- C. A SSR shall possess at a minimum, the following qualifications:
  - 1. OSHA 30-hour Construction Safety and Health trained, instructed by an OSHA Authorized Trainer.
  - 2. First Aid/CPR trained within the past two (2) years.
  - 3. Trained and experienced in the hazards and complexity of site and contract scope.
- D. The SSR should also have formal documented safety training as required by Cal/OSHA or other state regulations, including but not limited to the following:
  - 1. Fall Protection (if applicable)
  - 2. Material Handling (if applicable)
  - 3. Confined Space (if applicable)

4. OSHA 500 (Authorized 30 hour construction trainer)
  5. Excavation (if applicable)
  6. Scaffolding (if applicable)
  7. Confined Space (if part of the scope for this project)
- E. The SSR shall be physically present at the site during all working hours. The SSR shall be available 24 hours a day, 7 days a week by telephone or other approved means.
  - F. Contractor shall provide at least two (2) individuals on the job site current in CPR/First Aid training. A job site is defined as an area where work is occurring, and qualified CPR/FA response is immediately available. When a project has multiple job sites, spanning large areas, the Contractor is to determine whether the need for more than two qualified CPR/FA responders may be necessary. Where Contractor provides Automatic External Defibrillators (AEDs), at least two individuals must be trained in its use.
  - G. If applicable, the Site Safety Representative (SSR) must be physically present during tree felling operations, from the commencement of tree felling until the work is complete.
  - H. Contractor must identify and certify Competent Persons as defined by Cal/OSHA for work or tasks requiring this level of qualification or supervision. The personnel identified must be present on the project when work requiring the Competent Person(s) is taking place. The name(s) of the Competent Person(s) will be provided by the Contractor to the City Representative in writing prior to start of such work activities, along with copies of their training as a Competent Person, to an appropriate level for the scope of work being performed.
  - I. All Contractor employees, City and Project Representatives shall have “Stop Work Authority” – the ability to stop work without any adverse consequences when unsafe conditions are present.

## 7.0 CONTROLLED SUBSTANCE ABUSE AND ALCOHOL

- A. The City, Contractors, and the Unions are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees are not permitted to perform their duties while under the influence of drugs or alcohol. Accordingly, the Contractor agrees to comply with the Substance Abuse Policy as described above and will submit a Contractor’s Substance Abuse Policy to the City Representative.
- B. Contractor agrees to apply the policy and to ensure compliance with the Project’s Drug and Alcohol-free environment.

## 8.0 TRAINING

- A. Contractor must comply with all applicable Cal/OSHA training requirements.
- B. Contractor Managers, Supervisors, and Site Safety Representatives must attend a Site-Specific Safety Orientation training conducted by the City that will include site-specific hazards and controls.
- C. The Contractor shall provide a Project Orientation session that includes site hazards, procedures, and all requirements. (See Article 11.0, below). This Orientation will be

- provided to all Contractor employees and all employees of Subcontractors working on the project site. This training shall be documented. Records shall be kept on site and available for review by the City Representative.
- D. Prior to working on the Site, Contractor's Superintendents must have completed a 30-hour OSHA Construction Safety and Health training from an OSHA Authorized Trainer. The Contractor must submit documentation of such training to City Representative.
- E. Crane operators shall meet the Cal/OSHA requirements for certification. Proof of current certification shall be provided to the City Representative prior to commencement of crane activities on the job site.
- F. Confined Space Training Requirements:
1. Entrants shall receive Confined Space Entry training that shall establish employee proficiency, which meets the current Cal/OSHA standards, and is intended to instruct employees working within confined spaces. The Contractor shall provide documentation of this training to the City Representative upon request.
  2. Employees working as Attendants shall receive Confined Space Entry training, equal or better to that of employees working within the Confined Space. Employees who work as Attendants shall receive additional training that shall establish employee proficiency as an Attendant, which meets the current Cal/OSHA standards. The Contractor shall provide documentation of this training to the City Representative upon request.
  3. The Contractor's Site Safety Representative shall receive Confined Space Entry training, equal or better to that of employees working within the Confined Space. The Site Safety Representative shall also receive training that shall establish the SSR's proficiency as the Confined Space Entry Supervisor and which meets the current Cal/OSHA standards. The Contractor shall provide documentation of this training to the City Representative upon request.
  4. Confined Space Rescue Personnel who work for the Contractor, a subcontractor, or lower tier contractor shall receive documentable training which meets the current Cal/OSHA standard for both employees who are entrants and specific training for Confined Space Rescue which shall train that employee to perform the assigned rescue duties. An employee designated as Rescue Personnel shall, at minimum, take part in practice Confined Space Rescue once a year by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed. The Contractor shall provide documentation of this training and a copy of each such employee's current First Aid/CPR training to the City Representative upon request.
- G. CPR/First Aid trained persons assigned to the work covered by this Contract must have received training within the past two (2) years. First-aid/CPR training must be from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence, shall be available at the worksite to render first aid. Persons who received First Aid/CPR training online will not be accepted as the Contractor's First-aid/CPR persons for the work covered under this Contract.
- H. Electrician working on energized equipment/lines must successfully complete an Arc Flash safety training that contains the requirements referenced in Cal/OSHA Electrical Safety Orders, NFPA 70E, and covers the work which will be performed under the

Contract scope. Submit documentation of such training upon request of the City Representative.

## 9.0 MEETINGS

- A. The Contractor (at a minimum) shall conduct “toolbox” safety meetings per Cal/OSHA standards. The safety meeting must be documented including the attendance, subject outline, and submitted to the City Representative.
- B. The Contractor’s Project Manager, Superintendent(s), and SSR shall attend City Representative meetings as required to review project Immediately Dangerous to Life and Health (IDLH), stop work activities, incidents, and incident investigations.

## 10.0 PROJECT ACTIVITY HAZARD ANALYSIS/ JOB HAZARD ANALYSIS PROGRAM

- A. Contractor shall develop AHA/JHA for job site work activities which may pose a known hazard and is based on their three-week look-ahead project schedule.
- B. The Contractor will submit the completed AHAs/JHAs to the City Representative prior to conducting work activities. The submission of AHAs/JHAs to the City shall not be construed as approval of the adequacy of the Contractor's SSR, the AHAs/JHAs, the Contractor's HASP, or any safety measures taken in or near the construction site.
- C. Contractor’s supervision will monitor workers which includes observing a worker’s behaviors and comparing them against the written AHA/JHA.
- D. Observations by supervision indicating non-compliance with AHAs/JHAs should be corrected immediately and documented. The observation program should be reviewed at the monthly Contractor safety committee meetings conducted by the Contractors Site Safety Representative.

## 11.0 SITE-SPECIFIC CONTRACTOR HEALTH AND SAFETY PLAN (HASP)

- A. Contractor shall be responsible for developing, implementing, enforcing, and submitting a site-specific Contractor HASP consistent with all CCR Title 8 or other applicable regulations, depending upon their scope of work. The scope shall be stated within the HASP.
- B. The Contractor shall prepare a site-specific Contractor Health and Safety Plan (HASP). Contractor HASP shall establish, in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed by the Contractor and lower tier subcontractors. The Contractor HASP shall be site specific and cover all work to be performed under this Contract.
- C. Contractor shall include with the HASP or as separate submittal, an Infectious Disease Preparedness and Response Plan (IDPRP) to protect workers from any and all infectious diseases. IDPRP must provide specific controls, measures, and steps to protect workers from coronavirus, specifically COVID-19; conform with OSHA laws and guidance, Cal/OSHA laws and guidance, all local and San Francisco City and County Orders and guidance, and San Francisco Department of Public Health Orders; and the IDPRP shall be updated should Orders and guidelines change. A copy of the most current Orders and guidelines may be obtained through the City Representative. It is the responsibility of the Contractor to ensure their IDPRP is up to date and conforms with current health Orders and guidelines.

- D. The Contractor HASP must be reviewed, and approved by signature, by the Contractor's Project Manager and the SSR, then submitted to the City Representative as specified in Article 2.0 of this Section. Submission of the HASP to the City, or any review of the HASP by the City, shall not be construed as approval of the adequacy of the Contractor's SSR, the Contractor's HASP or any safety measures taken in or near the construction site.
- E. The Contractor HASP shall address site-specific safety and health requirements and procedures based upon site-specific project conditions and scope.
- F. Contractor will develop a HASP that complies with requirements as set forth in this Section 00 73 19.
- G. A Copy of the Site Safety Representative's Department of Labor OSHA 30 card, a copy of the SSR's valid First Aid/CPR training documentation, and resume shall be submitted with the Health and Safety Plan (HASP).
- H. The Contractor's HASP shall describe the emergency and first aid equipment to be provided by each Contractor and utilized for the project.
- I. The Contractor's HASP shall include a written Hot-Work Program. The Contractor's written Hot-Work Program shall follow SFPUC Hot-Work guidelines delineated within the Contract Documents, pre-bid conference, and pre-construction conference. A sample Hot-Work Permit shall be included in the Contractor's HASP and made available to the City Representative upon requested.
- J. An Example project safety inspection form shall be provided in Contractor's HASP and shall include date, work area checked, employees present in the work area, PPE, work equipment being used in each area, safety and health issues, notes, and signature of inspector.
- K. The formats for all safety forms and reports shall be developed by the Contractor and submitted as part of the Contractor HASP.
- L. The Contractor shall include an organizational structure in the HASP that sets forth lines of authority, responsibility, and communication, including a description of this organization and responsibilities of each key personnel.
- M. Contractor shall develop Emergency Response and Contingency Planning procedures that will be included in the Contractor HASP to address potential emergencies that may occur during a task, relative to the Contractor's scope of work. The Emergency Response and Contingency Planning procedures shall identify the closest medical facility that provides urgent/emergency services by name, address, and include a map to the identified the best route to that medical facility.
- N. Names and qualifications (resumes including education, training, experience, and certifications) of all site safety and health personnel designated to perform work on this project will be provided in the HASP when submitted to the City Representative. Submissions will include the designated Site Safety Representative and other Competent Persons and Qualified Persons to be used on the project in support of job site safety requirements.
- O. Contractor will include the following information in the HASP, as applicable:
  - 1. Confined Space Entry Plan
  - 2. Crane Critical Lift Plan
  - 3. Fall Protection and Prevention (FP&P) Plan
  - 4. Activity Hazard Analysis (AHA) /Job Hazard Analysis (JHA)
  - 5. Written Hazard Communication Plan which conforms to the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) for workplace chemicals brought to the site must be established. Contractor shall

also maintain a Safety Data Sheet (SDS) for all products/chemicals brought to the project site and make available to the City Representative, upon request.

6. Emergency Response Plan
  7. Excavation Plan
  8. Arc Flash Risk Analysis
  9. Lead/Asbestos Program
  10. Tree Felling Plan
- P. Any changes or modifications to the Contractor's HASP must be signed by the Contractor's Project Manager and SSR and submitted to the City Representative for review. When accepted, the modifications shall be appended to the Contractor HASP. All on-site personnel shall be fully informed of the modifications and required actions.
- Q. The Contractor's HASP shall describe the Contractor's plan for compliance with the Substance Abuse Policy as outlined in Article 7.0 above. The Contractor's plan for compliance with the Substance Abuse Policy will include but not be limited to the following:
1. Contractor's method for ensuring that all employees required to take a pre-employment substance abuse test on this project are tested.
  2. The name and telephone number of the Contractor's Designated Employer Representative for the Substance Abuse Policy.

## 12.0 INSPECTIONS

- A. Contractor SSR shall perform daily inspections of their active field work area(s) covering workplace conditions, physical facility safety, and employee work practices. Any deficiencies and corrective actions shall be documented. The daily inspection shall be documented in the Contractor's Weekly Health and Safety Report submitted to the City Representative.
- B. Each piece of heavy equipment shall be inspected upon delivery to the Site, at the beginning of each work shift, and prior to use. Heavy equipment inspection documentation shall be submitted to the City Representative upon request.
- C. Crane inspection documentation shall be submitted to the City Representative prior to use. The Contractor shall provide current inspection documentation and Certification per OSHA that the crane operator is qualified and trained in the operation of the crane to be used.
- D. Cranes shall be visually inspected prior to each shift by the Contractor's competent person. The inspection must include observation for deficiencies during operation. The inspection must be written and a copy submitted to City Representative if requested.

## 13.0 INCIDENT REPORTING AND INVESTIGATION

- A. Contractor employees involved in or witnessing an Incident must immediately report it to the responsible supervisor or foreman. The Contractor must, in turn, immediately notifies the City Representative. This notification shall be by phone initially and then followed-up by an email.
- B. Contractor will allow City Representatives to participate and review all project incident and/or near-miss investigations.

- C. Contractor employees involved in or witnessing a Near-Miss Incident must report it to the responsible supervisor or foreman in a reasonable time frame, not to exceed 24 hours. Thereafter, the Contractor must immediately notify the City Representative.
- D. No supervisor may decline to accept or relay a report of injury or significant near-miss incident from a subordinate.
- E. All incidents and significant Near-Miss Incidents are investigated immediately by the Contractor's individual or team with training in accident investigation and root cause analysis.
- F. No work should continue in the incident area until the hazard and/or behavior that caused the incident are corrected by the Contractor.
- G. The Contractor must investigate incidents and submit an initial investigation report to the City Representative using a Contractor Incident Investigation Report within 24 hours of learning about the incident. Final Report to be submitted to City Representative within 48 hours of incident.
- H. A final Root Cause Analysis and corrective actions report for the incident will be conducted by the Contractor and submitted to City Representative within 10 working days.
- I. The Contractor must investigate near-miss incidents and submit an investigation report to the City Representative using a Contractor Incident Investigation Report within 24 hours of learning about the near-miss incident.

#### 14.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. Contractor shall define task specific PPE requirements for all personnel in compliance with applicable laws, rules, and regulations.
- B. PPE shall be worn at all times on the Site, including travel within the Site when starting or ending shifts. Minimum requirements include:
  - 1. Hard hats are required at all times in the work area areas.
  - 2. Appropriate eye and face protection that complies with ANSI Z87 shall be worn at all times.
  - 3. Safety glasses with side shields are required as minimum.
  - 4. Sensible and safe work clothing/shoes must be worn.
  - 5. No canvas /leather sneakers or sandals will be worn.
  - 6. Appropriate hearing protection shall be worn in work areas where levels exceed established standards.
  - 7. Suitable gloves must be worn to protect the hands from injury as appropriate.
  - 8. High visibility warning vests or other suitable garments marked with or made of reflection or high-visibility material must be worn at all times on the project.
- C. The Contractor's SSR shall establish appropriate levels of protection for each work task.
- D. For electrical work, Personal Protective Equipment (PPE) and other Protective Equipment shall also conform with all NFPA 70E guideline (NFPA 70E 130 (G) provides guideline based on calculating an incident energy analysis method, based on the Hazard Risk Category for the equipment they have assessed as the tables 130.7(C)(14), 130.7(C)(15)(a), and 130.7(C)(15)(c), as applicable).
- E. If respiratory protection is utilized, the Contractor will have a Respiratory Protection Program in compliance with Cal/OSHA requirements. The Contractor will also provide the following to the City Representative prior to beginning work utilizing or requiring respiratory protections:



1. Copies of the Respiratory Program
  2. Respirator training records
  3. Fit-testing and medical approval documentation
  4. Annual documentation for training, fit testing, and medical evaluations
- F. All respiratory equipment will be provided to the employees by the Contractor and properly inspected and maintained by the employees per Cal/OSHA regulations.
- G. Where “Hot-Work” is involved, a Hot-Work permit must be submitted to the City Representative prior to work. Protective clothing that provides thermal protection shall be required.
- H. Safety harnesses must be worn per manufacturers and OSHA requirements in manlifts.
- I. Workers must wear a safety harness with their safety lanyard secured to a separate lifeline while working from swing scaffolds, boatswain’s chairs, or other suspended work platforms where a fall hazard is present.
- J. Proper personal protective equipment must be worn for welding and burning. Welding screens must be used when welding operations have the ability to expose other employees or the general public.

## 15.0 EMERGENCY EQUIPMENT

- A. The Contractor shall provide the required emergency and first aid equipment to be utilized for the project. The following items, at a minimum, shall be maintained on-site and available for immediate use:
1. First aid equipment and supplies approved by a physician, including first aid kits and eyewash station.
  2. Spill control materials and equipment, including multi-purpose absorbent materials, poly bags, brooms and shovels and drums.
  3. Fire extinguishers with a minimum rating of 2A-10B:C and as required by OSHA regulations for scope of work.
  4. Emergency rescue equipment (if applicable), including SCBA or escape pack (with a minimum of 10 minutes of air), and tripod/extraction equipment for confined space rescue or tunnel rescue; backboard/basket for transport of injured personnel, air horns/bull horns for emergency signaling and communications.
  5. All site Contractor safety personnel, project managers, and key line supervisors will be equipped with two-way radios for emergency communications.
  6. All boats and vessels (if applicable) used on the project shall comply with the U.S. Coast Guard regulations and carry all Coast Guard–required safety equipment, including adequate personal flotation devices and signaling devices.

## 16.0 LOGS, REPORTS AND RECORDKEEPING

- A. Contractor shall maintain Project safety audits, equipment safety inspection logs, incident reports, and all reports covering the implementation of Contractor HASP on the project site for review upon request by the City Representative.
- B. Contractor shall submit Monthly project safety statistical report to City Representative that includes hours worked by Contractor, OSHA Recordable Incidents, Incident Rates, Lost Work Day Cases, Total Project Lost Work Days, and Days Away from Work Rate, First Aid Cases, and Property Damage Incidents.

- C. Contractor shall submit Weekly Safety Inspection Reports to the City Representative which includes corrective actions.
- D. Contractor shall allow City Representatives access to all Contractor operations and records. The City's review of Contractor's logs and records documenting safety performance shall not be construed as approval of the adequacy of any safety measures taken in, on or near the construction site, nor shall it relieve the Contractor of its responsibilities of performing and enforcing health and safety inspections/audits, monitoring or any other components of the project safety requirements and site-specific Contractor HASP.

## 17.0 REMEDIAL ACTION

- A. The City Representative will issue a notice of non-compliance to ensure that observed immediately dangerous to life and health situation(s) and repeated failure to comply with health and safety requirements violations are corrected by the Contractor in a timely manner. The notice will document non-compliance and requires an immediate action to remedy and correct the non-compliance with a written response from Contractor's Project Manager within 24 hours of receipt of this notice.
- B. If Contractor repeatedly fails to comply with applicable health and safety laws, rules, regulations, and orders, the City reserves the authority to have the necessary work performed by others and deduct corresponding costs from Contractor's progress payment(s), suspend progress payments, and terminate the contract for cause.
- C. The Contractor's non-compliance with applicable health and safety laws, rules, regulations, orders and contract safety requirements shall be considered failure by the Contractor to perform a provision of the Contract, and may be cause for the suspension of the Work and/or the discharge from the Work of an employee, Subcontractor or Supplier as set forth in the General Conditions. The Contractor will be responsible for all costs for stoppage of work and/or replacement of employee(s).

END OF SECTION



## EXHIBIT A: ENERGIZED ELECTRICAL WORK PERMIT FOR CONTRACTORS

### PART I: TO BE COMPLETED BY THE PERMIT REQUESTER

Contract Number/Task Order Number: \_\_\_\_\_

1. Description of circuit/equipment: \_\_\_\_\_
2. Location: \_\_\_\_\_
3. Scope of work: \_\_\_\_\_
4. Justification of why the circuit/equipment that cannot be de-energized or why work cannot be deferred until the next scheduled outage/shutdown: \_\_\_\_\_

Permit Applicant – Electrical Contractor Representative /Title/Company \_\_\_\_\_

Date \_\_\_\_\_

General Contractor's Site Safety Representative/ Name and signature \_\_\_\_\_

Date \_\_\_\_\_

### PART II: TO BE COMPLETED BY THE ELECTRICALLY QUALIFIED PERSON PERFORMING THE WORK:

1. Detailed description of the of the work procedures to be used in performing the above described work: \_\_\_\_\_
2. Results of the shock risk assessment: \_\_\_\_\_
3. Results of the arc flash risk assessment: \_\_\_\_\_
4. Flash Risk/Arc Rating (cal./cm2): ☐ <4 ☐ 4 – 7 ☐ 8 – 24 ☐ 25 – 39 ☐ > 39

	Hazards	Distance	Determined By (Arc Flash Risk Label, Table, Other (Specify)
5.	Flash Protection Boundary		
	Prohibited Approach Boundary		
	Restricted Approach Boundary		
	Limited Approach Boundary		

6. **Personal Protective Equipment to be used**

<b>Eyes</b>	<b>Extremities</b>	<b>Body</b>
<input type="checkbox"/> Safety Glasses	<input type="checkbox"/> Insulated/Rated Gloves	<input type="checkbox"/> Non-Melting, Non-Flammable Street Clothes (plus cotton under garments*)
<input type="checkbox"/> Goggles	<input type="checkbox"/> Leather Gloves	<input type="checkbox"/> FR Shirt and FR Pants (plus cotton under garments*)
<input type="checkbox"/> Arc-Rated Face Shield & Goggles/Safety Glasses	<input type="checkbox"/> Work Shoes/Rubber Boots	<input type="checkbox"/> FR Shirt, FR Pants and Coveralls (plus cotton under garments*)
<input type="checkbox"/> Other - Describe: _____	<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Layered FR Coveralls (plus cotton under garments*)

- |                                        |                                        |                                                         |
|----------------------------------------|----------------------------------------|---------------------------------------------------------|
| <b>Hearing</b>                         | <b>Ventilation</b>                     | <b>Fall Protection</b>                                  |
| <input type="checkbox"/> Ear Plugs     | <input type="checkbox"/> Exhaust Fan   | <input type="checkbox"/> Safety Harness                 |
| <input type="checkbox"/> Ear Muffs     | <input type="checkbox"/> Blower Fan    | <input type="checkbox"/> Fixed Anchor Location: _____   |
| <input type="checkbox"/> Other - _____ | <input type="checkbox"/> Other - _____ | <input type="checkbox"/> Lanyard                        |
|                                        |                                        | <input type="checkbox"/> Self-Retracting Lifeline (SRL) |
|                                        |                                        | <input type="checkbox"/> Portable Anchor Type: _____    |

If additional hazards (i.e., Confined Space Entry or Hot Work) are present then additional CSP's and/or Permits are necessary.

\*Please note, this permit is only valid until the specified activities at the specified location are completed.



## PART II Continued

7. Means employed to restrict access of unqualified persons from the work area: \_\_\_\_\_
8. Evidence of completion of a job briefing (please attach if additional room is needed). Please include any job-related hazards. \_\_\_\_\_
9. Do you agree the above described work can be done safely? Yes ☐ No (If no, return to applicant) ☐

Permit owner and Electrically Qualified Person:

I certify that all required precautions have been taken, the necessary equipment has been provided for the above work, and that the information contained in this permit truly reflects the work plan which will be used by all who perform work under this permit.

Print Name of Qualified Electrical Worker and Title \_\_\_\_\_

Sign and date \_\_\_\_\_

Print Name of additional Qualified Electrical Worker and Title \_\_\_\_\_

Sign and date \_\_\_\_\_

## PART III: APPROVAL(S) TO PERFORM THE WORK WHILE ELECTRICALLY ENERGIZED:

- ☐ This permit is approved \*
- ☐ This permit is not approved for the following reason(s) (required if not approved): \_\_\_\_\_
- \_\_\_\_\_

Electrical Engineer - Print Name \_\_\_\_\_

Sign and date with the time \_\_\_\_\_

Electrical Maintenance Manager (for existing facilities) - Print Name \_\_\_\_\_

Sign and date with the time \_\_\_\_\_

Electrical Supervisor (for existing facilities) - Print Name \_\_\_\_\_

Sign and date with the time \_\_\_\_\_

\*Please note, this permit is only valid until the specified activities at the specified location are completed.



## SECTION 00 73 20

## EXISTING UTILITY FACILITIES

## 1.01 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.

## 1.02 EXISTING UTILITIES INDICATED

- A. The Contract Documents may identify or include utility occupancy plans 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.

### 1.03 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 .
- 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.

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 National Historic Preservation Act of 1966, (16 U.S.C. 470) and PRM 75-27, 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.

## 1.02 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. Promptly report all subsurface archaeological finds to the City. Prehistoric finds shall also be reported to local Native American organizations.
  - 2. The City will 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 cultural resources find.
  - 3. The City's archaeologist will assess the significance of the find, and immediately report to the City Environmental Review Officer (ERO), who will recommend specific additional mitigation measures as necessary to minimize potential effects on cultural resources. Such mitigation measures may include additional site security; on-site investigations by an archaeologist; and documentation, preservation, and recovery of cultural materials. Following review and approval of the City archaeologist's report by the ERO, copies of the final report will be sent to the California Archaeological Site Survey Northwest Information Center and the President of the Landmarks Preservation Advisory Board.
- B. 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.
- C. 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's order to suspend Work.

END OF SECTION





## SECTION 00 73 30

## LOCAL HIRING REQUIREMENTS

## 1.01 SUMMARY

- A. This Section 00 73 30 incorporates applicable requirements of the San Francisco Local Hiring Policy for Construction ("Policy") as set forth in Section 6.22(g) and Chapter 82 of the San Francisco Administrative Code. The Provisions of the Policy are hereby incorporated as a material term of this Contract. Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.
- B. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the OEWD website at: [www.owd.org](http://www.owd.org).
- C. Meeting the local hiring requirements of the Policy as set forth in this Section will satisfy Contractor's obligations under the City's First Source Hiring Program (San Francisco Administrative Code Chapter 83).

## 1.02 DEFINITIONS

- A. "Apprentice" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.
- B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- C. "Covered Project" means a public work or improvement or part thereof with estimated cost in excess of the Threshold Amount as set forth in Section 6.1 of the San Francisco Administrative Code.
- D. "Non-covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.
- E. "Disadvantaged Worker" means a local resident, who (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate; or (ii) at the time of commencing work on a covered project has a household income of less than 80% of the AMI, or (iii) faces or has multiple barriers to employment as set forth in Section 82.3 of the Administrative Code.
- F. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project. For projects outside the jurisdictional boundaries of

the City, “local resident” also applies to residents within the San Francisco Public Utilities Commission service territory, except where a reciprocity agreement exists with another local agency, in which case the reciprocity agreement controls.<sup>1</sup>

- G. “Project Work Hours” means the total work hours worked on a construction contract by all apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.
- H. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of three (3) business days' notice.
- I. “Targeted Worker” means any Local Resident or Disadvantaged Worker.

### 1.03 LOCAL HIRING REQUIREMENTS

- A. Total Project Work Hours by Trade. For all Covered Projects advertised for bids on or after March 25, 2013, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers.
- B. Apprentices. For all Covered Projects, at least 50% of the Project Work Hours performed by apprentices within each trade shall be performed by Local Residents, with a goal of no less than 25% of Project Work Hours performed by apprentices within each trade to be performed by Disadvantaged Workers.
- C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to SFPUC and OEWD the number of Project Work Hours performed by residents of states other than California.
- D. Pre-construction or other Local Hire Meeting. Prior to commencement of construction on Covered Projects, Contractor and its Subcontractors identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by awarding department or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority.

<sup>1</sup> For Covered Projects located in whole or in part in San Mateo County, the following reciprocity agreement controls:  
<http://oewd.org/sites/default/files/Workforce/Workforce-Docs/SFO-SM%20reciprocity%20agreement.pdf>

- E. The Policy does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

#### 1.04 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

- A. OEWD administers the CityBuild Program. CityBuild is a resource for Contractor and Subcontractors to use in meeting local hiring requirements under the Policy. CityBuild has two main goals:
  - 1. Assist with local hiring requirements under the Policy by connecting Contractor and Subcontractors with qualified journey-level, apprentice, and pre-apprentice local residents.
  - 2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.
- B. Where Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of the Policy, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:
  - 1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
  - 2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under the Policy. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is "disadvantaged" as defined in the Policy.

#### 1.05 CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

- A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the local hiring requirements on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.
  - 1. Specialized Trades. OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of the Policy will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the project work hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects. Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:
  - a. the Targeted Workers are paid the prevailing wages for work on the Non-Covered Projects; and
  - b. for Non-Covered Projects located in the City, the number of hours to be credited for the Non-Covered Project exceed one-half of the number of hours that would be required if the project were a Covered Project.
3. Sponsoring Apprentices. Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new apprentices in trades in which noncompliance is likely and retaining those apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new apprentices are registered and active apprentices.
4. Direct Entry Agreements. OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with the Policy by Contractor or Subcontractor hiring and retaining apprentices who are enrolled through such direct entry agreements. Such exception from assessments of penalties is subject to review and approval by OEWD.

#### 1.06 LOCAL HIRING FORMS

- A. Utilizing the City's online Project Reporting System ("PRS"), Contractors shall submit the following forms, as applicable, to the SFPUC **within 15 calendar days of notice of Award:**
  1. Form 1: Local Hiring Workforce Projection. The City will not issue Notice to Proceed (NTP) until Contractor completes and submits a Local Hiring Workforce Projection.
  2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than \$1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2. The OEWD-approved Local Hiring Plan will be incorporated into this Contract as a Contract Document, and will serve as the basis for determining Contractor's and its Subcontractors' compliance with local hiring requirements.
  3. The City will not issue NTP until Contractor submits the Local Hiring Plan. Contractor shall be fully responsible for any delays to NTP and associated

damages incurred by the City caused by Contractor's failure to timely submit a Local Hiring Plan.

4. The Local Hiring Plan must be reviewed and approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor.
5. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
6. Form 4: Conditional Waivers. To be completed by Contractor in the event that Contractor or a Subcontractor believes the local hiring requirements cannot be met. Refer to Articles 1.04 and 1.05 for more information regarding conditional waivers.

#### 1.07 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

- A. Subcontractor Compliance. Contractor shall ensure that Subcontractors of all tiers comply with applicable requirements of the Policy. Refer to Administrative Code Section 82.7(d).
- B. Reporting. As required by Subparagraph 9.03M of the General Conditions (Section 00 72 00) Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and SFPUC will monitor compliance with the Policy electronically.
- C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of project work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Project.
  1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the covered project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method).
  2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.
  3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the awarding department and the OEWD.

- D. Monitoring. From time to time and in its sole discretion, OEWD and/or the awarding department may monitor and investigate compliance of Contractor and Subcontractors working on the Project with requirements of this Policy. Consistent with the Access to Work provisions of Paragraph 3.14 of the General Conditions (Section 00 72 00), Contractor shall allow representatives of OEWD and the awarding department, in the performance of their duties, to engage in random inspections of the Site. Contractor and all Subcontractors shall also allow representatives of OEWD and the awarding department to have access to employees of Contractor and Subcontractors and the records required to be maintained under the Policy.
- E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject Contractor to the consequences of noncompliance specified in Section 82.8(f) of the Administrative Code, including but not limited to the penalties prescribed in Section 82.8(f)(2). The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Administrative Code Section 82.8(f)(4) for a description of the recourse procedure applicable to penalty assessments under the Policy.

END OF SECTION



CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
CITYBUILD PROGRAM



LOCAL HIRING PROGRAM  
OEWD FORM 1  
CONSTRUCTION CONTRACTS

## **FORM 1: LOCAL HIRING WORKFORCE PROJECTION**

**Contractor:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

The Contractor must complete and submit this Local Hiring Workforce Projection (Form 1) within 15 calendar days from notice award of the contract. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount. Notice to Proceed (NTP) will not be issued until the City receives a completed Form 1 from Contractor. The Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by Contractor's failure to submit an accurate and complete Form 1 for its workforce and the workforce of its Subcontractors in a timely manner.

### **Will you be able to meet the mandatory Local Hiring Requirements?**

- ☐ **YES** (Please provide information for all contractors performing construction work in Table 1 below.)
- ☐ **NO** (Please complete Table 1 below and Form 4: Conditional Waivers.)

#### **INSTRUCTIONS FOR COMPLETING TABLE 1:**

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (*i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.*)
3. If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by Local Residents.
4. Additional blank form is available at our Website: [www.owd.org](http://www.owd.org). For assistance or questions in completing this form, contact (415) 701-4894 or Email @ [Local.hire.ordinance@sfgov.org](mailto:Local.hire.ordinance@sfgov.org).

**TABLE 1: WORKFORCE PROJECTION**

Trade Craft	Contractor <i>List contractors by Trade Craft</i>		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
<i>Example:</i> Laborer	Contractor X	Journey	800	250	31%
		Apprentice	200	100	50%
<i>Example:</i> Laborer	Contractor Y	Journey	500	100	20%
		Apprentice	0	0	0
<i>Example:</i>	<b>TOTAL LABORER</b>	Journey	1300	350	<b>27%</b>
		Apprentice	200	100	<b>50%</b>
<i>Example:</i>	<b>TOTAL</b>		<b>1500</b>	<b>450</b>	<b>30%</b>
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

**DISCLAIMER:** If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.

Name of Authorized Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_







CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
CITYBUILD PROGRAM



LOCAL HIRING PROGRAM  
OEWD FORM 2  
CONSTRUCTION CONTRACTS

**FORM 2: LOCAL HIRING PLAN**

**Contractor:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

If the Engineer's Estimate for this Project exceeds **\$1 million**, then Contractor must submit a Local Hiring Plan using this Form 2 through the City's Project Reporting System. NTP will not be issued until Contractor submits a completed Form 2. Contractor shall be responsible for any delays to NTP and resulting damages incurred by the City caused by the Contractor's failure to submit a completed Form 2 in a timely manner. The Local Hiring Plan must be approved in writing by OEWD before any Application for Payment can be approved and progress payment paid to Contractor. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved Conditional Waivers (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

**COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.**

**INSTRUCTIONS:**

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 50% of apprentice hours must be performed by Local Residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: [www.oewd.org](http://www.oewd.org). For assistance or questions in completing this form, contact (415) 701-4894 or Email @ [Local.hire.ordinance@sfgov.org](mailto:Local.hire.ordinance@sfgov.org).

**List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.**

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
<i>Example: Laborer</i>	1500	450	30%	200	100	50%

**List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft**

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	Joe Smith
Contractor Y Michael Lee	100	0	100	5/25/13	30	Michael Lee

**\*We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.**

City Use Only	
OEWD Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature and Date:	

**SAN FRANCISCO**  
Office of Economic and Workforce DevelopmentCITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
CITYBUILD PROGRAM**LOCAL HIRING PROGRAM**  
**OEWD FORM 4**  
**CONSTRUCTION CONTRACTS****FORM 4: CONDITIONAL WAIVERS****Contractor:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

Upon approval from OEWD, Contractors and Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a Conditional Waiver from the Local Hiring Requirements on a project-specific basis. Conditional Waivers must be approved by OEWD prior to approval of Contractor's first Application for Payment. If applicable, each contractor must submit their individual Waiver request to OEWD and copy their Prime Contractor.

**TRADE WAIVER INFORMATION:** Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

*Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:*
☐ 1. SPECIALIZED TRADES   
 ☐ 2. SPONSOR APPRENTICE(S)   
 ☐ 3. CREDIT FOR NON-COVERED PROJECTS or DIRECT ENTRY HIRE

1. **SPECIALIZED TRADES:** Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period? ☐ Yes ☐ No

*Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:*

- ☐ MARINE PILE DRIVER   
 ☐ HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR   
 ☐ IRONWORKER CONNECTOR  
☐ STAINLESS STEEL WELDER   
☐ TUNNEL OPERATING ENGINEER   
☐ ELECTRICAL UTILITY LINEMAN   
☐ MILLWRIGHT  
☐ TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS\*. *LIST:*  
 \*WAIVER VOIDED IF TOTAL WORK HOURS EXCEED 5%.

a. List OEWD-approved project-specific Specialized Trades approved during the bid period:

OEWD APPROVAL: ☐ Yes ☐ No

OEWD Signature: \_\_\_\_\_

2. **SPONSORING APPRENTICES:** Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs? ☐ Yes ☐ No

**PLEASE PROVIDE DETAILS:**

Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
		Y <input type="checkbox"/> N <input type="checkbox"/>				
		Y <input type="checkbox"/> N <input type="checkbox"/>				

OEWD APPROVAL: ☐ Yes ☐ No

OEWD Signature: \_\_\_\_\_

3. **CREDIT for HIRING on NON-COVERED PROJECTS or DIRECT ENTRY HIRE:** If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects or hiring workers with Direct Entry Agreements? ☐ Yes ☐ No

**PLEASE PROVIDE DETAILS:**

Labor Trade, Position, or Title	Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
Journey				
Apprentice				

OEWD APPROVAL: ☐ Yes ☐ No

OEWD Signature: \_\_\_\_\_

## SECTION 00 73 63

## SECURITY REQUIREMENTS

## 1.01 DESCRIPTION

## A. Responsibilities include:

1. Contractor shall comply with the SFPUC's protocol for personnel identification.
2. Site Security shall be the Contractor's responsibility from commencement of Work through Final Completion.
3. Contractor's Site Security Monitor shall be on-site and available at all times while Work is being performed, ensuring that requirements of this Section are met.

## 1.02 SUBMITTALS

## A. Contractor to provide daily sign-in log to the City Representative at the end of the workday identifying all workers and visitors. Log shall include the following information:

- individual's full name
- company name
- responsibilities
- company phone number

## B. Submit name and cell phone contact number of individual(s) designated as the Site Security Monitor(s) to the City Representative.

## 1.03 BACKGROUND CHECKS

## A. Upon the request of the SFPUC and at no additional cost to the SFPUC, the Contractor shall provide such information as necessary and as allowed by law for a Department of Justice (DOJ) background check on any person that enters the site. Using the information, the SFPUC subsequently will bear the costs of conducting a DOJ background check.

## 1.04 PHOTO CONTROL

## A. Contractor and its subcontractors shall restrict photographs, video, film, or any other images or image formats to the Limit of Work, unless otherwise required in the Specifications. The Contractor and its subcontractors shall seek the prior written approval of the City Representative before taking any photographs, video, film, or any other images or image formats and shall specifically identify the intended object(s) being captured.

- B. Photographs, video, film, negatives, backup copies, archived copies, any electronic hardcopies and electronic or digital files, and any other images or image formats of the project are considered confidential, protected information. The Contractor and its subcontractors agree to hold the above-described confidential, protected information in trust and confidence and agree that it shall be used only for documenting the work performed and shall not be used for any other purpose or be disclosed in any form to any person, entity, or third party without the prior written approval of the SFPUC.
- C. The Contractor shall provide to the City Representative at project completion a detailed list of photographs, video, film, negatives, backup copies, archived copies, any electronic hardcopies and electronic or digital files, and any other images or image formats of the project to be retained by the Contractor and its subcontractors.
- D. The SFPUC reserves the right to disallow photography at any site, of any SFPUC facilities, equipment, or processes which are deemed to be sensitive in nature.

#### 1.05 PRODUCTIVITY LOSS AND COST DUE TO SECURITY REQUIREMENTS

- A. Time lost and/or costs incurred due to compliance with SFPUC security measures shall be deemed an inexcusable delay, and will not be reimbursed for any delay costs. Contractor shall allow additional time to accommodate site security measures.
- B. Failure to comply with these security measures may lead to suspension or termination of the Contract, in accordance with Article 14 of Section 00 72 00 (General Conditions).

#### 1.06 PAYMENT

- A. Full compensation for any and all costs, including labor, equipment, and materials, required to comply with site security requirements as specified in these Specifications shall be incidental to the price bid for the Contract.

END OF SECTION

## SECTION 00 73 73

## STATUTORY AND OTHER REQUIREMENTS

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## ARTICLE 1 – GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided in Articles 2 and 3, below, are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

## ARTICLE 2– REQUIREMENTS FOR ALL CITY-ADMINISTERED CONTRACTS

### 2.01 CONFLICT OF INTEREST

By executing the Agreement (Section 00 52 00), the Contractor agrees to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The Contractor will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the Contractor might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the Contractor that the City has deemed the Contractor to be the lowest, responsible, and responsive Bidder. The term "entity" includes any parent, subsidiary or other related business of the Contractor.

#### A. Obligations

It is the obligation of the Contractor as well as its Subcontractors and Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subconsultants, subcontractors or team members perform specific work on these contracts. A conflict of interest or an

unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various subconsultants or subcontractors is available for reference to Contractors making their own determination of potential conflicts. Contractors have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Contractors; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Contractor's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

B. Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Contractor should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in "making the contract" for the work. For these purposes "participating in making" has the same meaning as under Government Code Section 1090.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflicts would likely exist in participation in the design, construction management, and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
  - a. **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.



- b. **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any entity participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the SFPUC requires a Contractor to rely on in the preparation of their bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used, e.g. design-build or construction manager/general contractor, the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if an entity were in a position to review its own work.
11. **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

C. Consultation with Counsel

The SFPUC strongly advises any proposing/bidding firm to consult with its legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The SFPUC will not advise Contractors or consultants on conflict of interest matters.

## 2.02 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Administrative Code Chapters 12B and 12C.** The provisions of Chapters 12B and 12C of the Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Administrative Code §12B.2.

## 2.03 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

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 Administrative Code Chapter 12P ("Chapter 12P"). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

By signing the Agreement Form (Section 00 52 00), Contractor certifies that it complies with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

## 2.04 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

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 Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

## 2.05 MACBRIDE PRINCIPLES - NORTHERN IRELAND

The provisions of 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

## 2.06 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

In performing the Work, Contractor shall comply with Administrative Code Chapter 12G, 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 12G, 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.

## 2.07 LIMITATIONS ON CONTRIBUTIONS

By executing the Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. By executing the Agreement, the Contractor also certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a bid for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

## 2.08 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of 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.

## 2.09 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:

- A. 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.
- B. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
- C. Contractor shall include the provisions of this Section in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

## 2.10 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

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.

## 2.11 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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.

## 2.12 FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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.

## 2.13 LOCAL BUSINESS ENTERPRISE AND NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

A. Pursuant to chapter 14B of the Administrative Code the following requirements are made part of the Contract:

1. Chapters 12B and 14B of the Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division’s website:

<http://www.sfgov.org/cmd>

Alternatively, contact the CMD Contract Compliance Officer assigned to this contract for assistance in obtaining any of these documents.

2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B or to comply with the level of LBE subcontractor participation specified herein shall be deemed a material breach of contract.
3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation, Contractor or its subcontractor shall be liable for liquidated damages as specified in Section 14B.7(H)(2) of the Administrative Code and CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due

to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."

4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
5. Contractor shall fulfill during the term of the Contract its LBE participation commitments submitted with its Bid.
6. Contractor shall compensate a LBE subcontractor as provided in Section 14B.7(H)(5) of the Administrative Code if Contractor does not fulfill its commitment during the term of the Contract to utilize the LBE subcontractor. Contractor shall include a contract provision in all LBE subcontracts requiring Contractor to compensate a LBE subcontractor if Contractor fails to comply with its commitment to utilize LBE subcontractors. The forgoing provisions shall be enforceable in a court of competent jurisdiction. Whenever Change Orders are made which cumulatively increase the Contract Sum by more than 10%, Contractor shall comply with all LBE subcontracting provisions of this Section with respect to the Change Order.
7. Back-contracting to Contractor or lower-tier subcontracting for any purpose inconsistent with the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, or Contract provisions pertaining to LBE participation shall be prohibited.
8. 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.
9. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
10. Contractor shall comply with the employment and nondiscrimination provisions as set forth in CMD Attachment 1.

## 2.14 CHAPTER 12X CERTIFICATION REQUIREMENTS REGARDING STATES THAT ALLOW DISCRIMINATION

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or have restrictive abortion laws or where any or all of the work on the contract will be performed in any of

those states. Bidders are hereby advised that Bidders, which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City.

A list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>. Bidders are advised to regularly check the City Administrator's website for updates.

## 2.15 SUNSHINE ORDINANCE

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, (Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

## 2.16 SUBMITTING FALSE CLAIMS; REMEDIES

Pursuant to Article V of Chapter 6 of the 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.

## 2.17 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A

partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Paragraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.



- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

## 2.18 DRONES

- A. Contractor shall comply with the SFPUC Drone policy, which includes but not limited to applying for approval from the SFPUC Emergency Planning and Security and/or San Francisco Department of Technology's Committee on Information and Technology ("COIT") through the City Representative before operating and/or entering into a contract with a third party to operate drones. The term "drone" means an unmanned aircraft flown by a pilot via a ground control system or flown autonomously or flown semi-autonomously through use of communication links, an on-board computer, and/or other equipment. The SFPUC Drone Policy and Certification page are available at: <https://sfpuc.sharefile.com/d-scd834b4f709449e9> and <https://sfpuc.sharefile.com/d-sa122718c10b49f98>.
- 1. The authorized use of drones is limited to SFPUC lands, rights of way, and facilities (collectively, "SFPUC Property"). There are only three authorized uses under the policy:
  - a. Construction Management: Examples include inspection of project sites for contract and environmental compliance
  - b. Environmental Monitoring and Documentation: Examples include monitoring of vegetation type and health, wildlife, and streams and reservoirs
  - c. Inspections: Examples include conducting surveys and assessments of SFPUC properties and assets
- B. Contractor's use of drones outside the SFPUC Property will require additional approval from the appropriate authority, City Department, and/or San Francisco's Committee on Information and Technology ("COIT"). Refer to the City and County of San Francisco's Citywide Employee Drone Policy: <https://sfpuc.sharefile.com/d-sa650ee1c0064806a>.

## 2.19 CONSIDERATION OF SALARY HISTORY

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor 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 to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing 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 Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

## ARTICLE 3– REQUIREMENTS FOR CONSTRUCTION WORK TAKING PLACE WITHIN THE 47 SQUARE MILES OF THE CITY AND COUNTY OF SAN FRANCISCO

### 3.01 SUMMARY

- A This Article includes special project conditions to comply with City regulations affecting construction Work at the Site.

### 3.02 CONSTRUCTION NOISE REQUIREMENTS

- A. Contractor shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 278-08), a portion of which is appended to this Section as **Appendix A**.
  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 dewatering 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 that addresses the method of construction, the equipment to be used, and acoustical treatments as necessary. Contractor shall implement the Program, keep a copy of the Program at the Site, and submit that copy 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 set forth in article 29 of the San Francisco Police Code, Contractor shall stop work and use alternate methods and equipment, or place restrictions on construction operations to further limit the noise as directed by the City.

### 3.03 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. Contractor must apply for City noise permits through the City Representative at least 3 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend, and holiday work performed.
  - 2. If Contractor is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work

between the hours of 8 p.m. and 7 a.m., or on weekends or holidays, the Contractor must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from and approved by Bureau of Street Use and Mapping, 49 South Van Ness Avenue, Suite 300, San Francisco, CA 94103, telephone (628) 271-2000.

3. Refer to Section 00 72 00 for definition of Regular Working Hours.

### 3.04 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. At least five days prior to the date that recycled water is required, Contractor shall submit a completed permit application as directed on the SFPUC Recycled Water Fill Station website: <http://sfwater.org/index.aspx?page=953>. If SFPUC WWE approves the application, 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 3.04C.
- 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.

### 3.05 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, maintain a copy of the Program at the project site, and submit the copy to the City Representative upon request.
- B. Contractor shall comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171378). Failure to comply with DPW Order No. 171378 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. Contractor shall 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. Contractor shall cooperate and facilitate all BAAQMD authorized inspections.
- D. Contractor shall implement 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 trucks are waiting in queues. The idling time of all construction equipment used at the site shall not exceed 5 minutes.
  5. Limiting the hours of operation of heavy-duty equipment and amount of equipment in use to what is needed

6. Properly tuning and maintaining all equipment in accordance with the manufacturer's specifications
7. When feasible, using alternative fuel or electrical construction equipment at the project site
8. Loading 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. Cleaning up spillage on City streets promptly, whether directly or indirectly caused by Contractor's operations
10. Storing stockpiles of excavated materials, backfill, import materials, sand, gravel, road base and soil in staging areas approved by the City, and completely covering such materials with 10 mil (0.01 inch) polyethylene plastic or equivalent tarp that is 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, at least three times per shift per day, and once at the end of the shift as directed by the City, wet sweep/vacuum the streets, sidewalks, paths and intersections where work is in progress.
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.

### 3.06 REQUIREMENTS FOR PROTECTION OF THE SEWER SYSTEM

- A. Contractor shall comply with Article 4.2 of the Public Works Code. Refer to Article 1 C., above, for an internet link to this text. The provisions of Article 4.2

of the Public Works Code are incorporated herein by reference and made part of this Agreement as though fully set forth herein.

1. Wastewater, i.e., any waste liquid/semi-liquid except stormwater; can include potable water
  - 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. 158170 prior to discharge into the City's sewage system. The text of these regulations are appended to this Section as **Appendix C and Appendix D**, respectively. Contractor is to obtain a batch discharge permit as specified in Sub-subparagraph d., below.
  - 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. 158170.
  - 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 7 of Section 00 72 00 for additional costs or time extension will be granted as provided in Article 8 of Section 00 72 00 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.

San Francisco Public Utilities Commission  
 Wastewater Enterprise, Collection System Division  
 3801 3rd Street, Suite 600  
 San Francisco, CA 94124  
 Telephone (415) 695-7321.

2. Within the area of work, Contractor shall employ Best Management Practices (BMPs) to safeguard the sewer system. Refer to <https://sfpuc.org/programs/pretreatment-program/construction-site-runoff>. Contractor shall be responsible for any fines imposed (e.g., up to \$1,000/day, \$2,000/day, \$25,000/day or higher) for any violations caused by the Contractor per Paragraph 3.21 of the General Conditions (Section 00 72 00).



3. Contractor shall obtain a Construction Site Runoff Control Permit (“Permit”) and comply with all Permit requirements. Refer to web link in the immediate preceding Subparagraph and refer to the requirements of Subparagraph A., above. As of early 2014, there is no charge for issuance of this Permit but Contractor shall complete the application, including all required documents, for this Permit at its own expense and shall submit the complete application to the City Representative in accordance with Section 01 33 00. The complete application must be submitted within 30 calendar days after issuance of the Notice to Proceed. The City Representative will return the application to the Contractor after the City Representative determines the tentative status of the submittal to be “No Action Taken,” “No Exceptions Taken,” or “Make Corrections Noted.” Contractor shall then submit the application to the Permit issuer. Contractor shall be responsible for any Permit application, review, issuance, and inspection fees. For this submittal, Contractor shall allow 28 calendar days total for the City Representative’s and Permit issuer’s review. Upon Permit issuance, Contractor shall provide the City Representative a copy of the Permit and documents associated with its conditions (e.g., Erosion and Sediment Control Plan). Contractor shall be responsible for complying with the requirements of the Permit and shall be responsible for payment of all fines imposed due to any of its violations of the requirements of the Permit or violations of Article 4.2 of the Public Works Code or as specified in Paragraph 3.21 of the General Conditions.

### 3.07 CLEAN CONSTRUCTION REQUIREMENTS ON MAJOR CONSTRUCTION PROJECTS

- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the Administrative Code and Chapter 25 of the Environment Code. The provisions of Section 6.25 and Chapter 25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Section 6.25(b)(3) of the Administrative Code and Section 25.7 of the Environment Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25 and Chapter 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 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.

- D. Projects shall only utilize off-road equipment with off-road engines that meets or exceeds Tier 2 standards or that operates with the most effective Verified Diesel Emissions Control (VDEC) as certified by the California Air Resources Board (ARB) and such equipment shall be fueled by biodiesel fuel grade B2O or better.
- E. Contractor shall submit an equipment inventory every quarter to the City Representative demonstrating equipment compliance. The inventory shall include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. For the VDECS installed, the description may include, but is not limited to: technology type, serial number, make, model, manufacturer, and ARB verification number level. Contractor may use the Clean Construction Equipment Inventory Template to satisfy the reporting requirements available at: <https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>.

### 3.08 CONSTRUCTION BARRICADE REQUIREMENTS

- A. Contractor shall comply with San Francisco Department of Public Work's Guidelines For the Placement of Barricades at Construction Sites (DPW Order No. 167840), which are appended to this Section as **Appendix E**.

## ARTICLE 4 – CITY/COUNTY NON-STATUTORY REQUIREMENTS

### 4.01 GENERAL

- A. NOT USED

END OF SECTION



## APPENDIX A: NOISE CONTROL ORDINANCE

### Police Code Section 2901. DEFINITIONS.

(j) "Powered construction equipment" means any tools, machinery, or equipment used in connection with construction operations which can be driven by energy in any form other than manpower, including all types of motor vehicles when used in the construction process of any construction site, regardless of whether such construction site be located on-highway or off-highway, and further including all helicopters or other aircraft when used in the construction process except as may be preempted for regulation by State or Federal law.

### SF Police Code Section 2907. CONSTRUCTION EQUIPMENT.

(a) Except as provided for in Subsections (b), (c), and (d) hereof, it shall be unlawful for any person to operate any powered construction equipment if the operation of such equipment emits noise at a level in excess of 80 dBA when measured at a distance of 100 feet from such equipment, or an equivalent sound level at some other convenient distance.

(b) The provisions of Subsections (a) of this Section shall not be applicable to impact tools and equipment, provided that such impact tools and equipment shall have intake and exhaust mufflers recommended by the manufacturers thereof and approved by the Director of Public Works or the Director of Building Inspection as best accomplishing maximum noise attenuation, and that pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof and approved by the Director of Public Works or the Director of Building Inspection as best accomplishing maximum noise attenuation.

(c) The provisions of Subsection (a) of this Section shall not be applicable to construction equipment used in connection with emergency work.

(d) Helicopters shall not be used for construction purposes for more than two hours in any single day or more than four hours in any single week.

### Police Code Section 2908. CONSTRUCTION WORK AT NIGHT.

It shall be unlawful for any person, between the hours of 8:00 p.m. of any day and 7:00 a.m. of the following day to erect, construct, demolish, excavate for, alter or repair any building or structure if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property plane, unless a special permit therefor has been applied for and granted by the Director of Public Works or the Director of Building Inspection. In granting such special permit the Director of Public Works or the Director of Building Inspection shall consider: if construction noise in the vicinity of the proposed work site would be less objectionable at night than during daytime because of different population levels or different neighboring activities if obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during daytime; if the kind of work to be performed emits noises at such a low level as to not cause significant disturbance in the vicinity of the work site, if the neighborhood of the proposed work site is primarily residential in character wherein sleep could be disturbed: if great economic hardship would occur if the work were spread over a longer timers if the work will abate or prevent hazard to life or property; and if the proposed night work is in the general public interest. The Director of Public Works or the Director of Building Inspection shall prescribe such conditions, working times, types of construction equipment to be used, and permissible noise emissions, as required in the public interest.

The provisions of this Section shall not be applicable to emergency work.

END OF SECTION



## APPENDIX C: INDUSTRIAL WASTE ORDINANCE #19-92

(Refer to Amended Article 4.1, San Francisco Municipal Code Sections 118-124)

Sec. 123. Limitations and Prohibitions.

- (a) Any grab sample of the Discharger's Wastewater shall not at any time exceed any of the following numerical limitations:

<u>Pollutant Parameter</u>	<u>Limits</u>
(1) pH	6.0 min.; 9.5 max.
(2) Dissolved Sulfides	0.5 mg/l
(3) Temperature (except where higher temperatures are required by law)	125 degrees F (52 degrees C)
(4) Hydrocarbon Oil and Grease	100 mg/l

- (b) Any composite sample representative of the total Discharge of the Wastewater Discharge generated over a production week shall not exceed the following numerical limitation:

<u>Pollutant Parameter</u>	<u>Limits</u>
(1) Total Recoverable Oil and Grease	300 mg/l

Representative composite Total Recoverable Oil and Grease samples shall be composited by grab sampling, as required in federal regulations at 40 CFR Part 403 (1990), which are incorporated by reference in this Article.

- (c) In addition to the provisions of this Article, all Dischargers must comply with all requirements set forth in federal Categorical Pretreatment Standards and other applicable federal regulatory standards, applicable state orders and water quality control regulations, sewage discharge permits and orders issued to the City by federal and state agencies, federal and state pretreatment program approval conditions, local discharge limitations and regulations promulgated by the Director and the City, and any other applicable requirement regulating the Discharge of Wastewater into the Sewerage System. The Director is authorized to develop and enforce such local limitations as he or she deems necessary for the City's compliance with state and federal laws and requirements and the enforcement of this Article.
- (d) Discharge of Wastewater containing radioactive materials is permitted only if the following conditions are satisfied:
- (1) The Discharger obtains a Permit from the Director for the discharge of radioactive materials.
  - (2) The Discharger is authorized to use radioactive materials by the Nuclear Regulatory Commission or other governmental agency empowered to regulate the use of radioactive materials; and
  - (3) The radioactive material is Discharged in strict conformity with all Nuclear Regulatory Commission or other governmental agency requirements.
- (e) No person shall discharge, deposit, or throw, or cause, allow or permit to be discharged, deposited or thrown into the City's sewage system any substance of any kind whatever, including oxygen demanding Pollutants, that may or will in any manner cause Interference or

Pass Through, obstruct or damage the Sewerage System, cause a nuisance, interfere with the proper operation, repair or maintenance of the sewerage system, interfere with the proper operation, repair or maintenance of a reclaimed water production or distribution facility, create difficulty for any workers to repair or maintain any part of the Sewerage System, or directly or indirectly cause a violation of the City's federal or state sewage discharge permits or any other requirement applicable to the City. Such substances include but are not limited to the following:

- (1) Ashes, cinders, sand, gravel, dirt, bark, leaves, grass cuttings and straw, metals, glass, ceramics and plastics, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or that will not be carried freely under the flow conditions normally prevailing in the City's Sewerage System;
  - (2) Any flammable or explosive substances;
  - (3) Garbage, excepting properly ground garbage discharged in accordance with this Article, from dwellings and restaurants or other establishments engaged in the preparation of foods and beverages;
  - (4) Any toxic or noxious or malodorous substance which either singly or by interaction with other wastes may or will prevent maintenance of Sewerage System or create a nuisance or hazard to the safety of the public or City employees.
  - (5) Any Bioaccumulative Toxic Substance that exceeds the Soluble Threshold Limit Concentration (STLC).
  - (6) Any Wastewater, in temperature or quantity, which will cause the temperature of influent to exceed 104° (40°C) at the point of introduction to any City Wastewater treatment plant.
  - (7) Any liquids, solids or gases or any Discharge that may cause damage or harm to any reclaimed water facility, or that may limit or prevent any use of reclaimed water authorized by Title 22 of the CCR.
- (f) No person shall discharge, without a Permit, any Pollutants, except stormwater, directly or indirectly into a manhole, catch basin, or other opening in the sewerage system other than through an approved side sewer.
- (g) No discharger shall increase the use of process water, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the requirements of this Article.
- (h) No person shall discharge groundwater or water from sumps or dewatering facilities into the sewerage system without a permit. An application for a permit pursuant to this subsection shall be submitted to the Director no later than 45 days prior to the proposed commencement of the discharge. Each permit for groundwater discharge shall contain appropriate discharge standards and any other appropriate requirements that must be achieved before discharge into the sewerage system may commence. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The Director may require the discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge.
- (i) No person shall discharge wastewater associated with groundwater cleanup or remediation plans without first obtaining a permit. An application for a permit pursuant to this subsection shall be submitted to the Director no later than 45 days prior to the proposed commencement of the discharge. A permit may be issued only if an effective pretreatment system on the process stream is maintained and operated. Each permit for such discharge shall contain appropriate discharge standards based on this Article and reports or data provided by the discharger, as well as any other appropriate requirements that must be achieved at the time the discharge commences. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The Director may require the

discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge. The Director may require that such dischargers shall indemnify and hold harmless the City from any and all costs, claims, damages, fines, remediation costs, losses and other expenses arising from the discharge into the sewerage system.

- (j) The discharge of wastewater associated with asbestos abatement operations is authorized without a permit, provided that the wastewater has been pretreated through a system that provides for removal of waterborne asbestos. (Added by Ord. 19-92, App.,1/23/92.)

END OF SECTION





## APPENDIX D: INDUSTRIAL WASTE DISCHARGE LIMITS INTO CITY'S SEWERAGE SYSTEM

### (San Francisco Department of Public Works Order No. 158170)

- A. This order is being adopted in compliance with the requirements of the Federal Clean Water Act, as amended, and attendant Environmental Protection Agency regulations. Industrial waste discharge limits on wastewater discharges into the City's sewerage system have been proposed for adoption pursuant on this Order.
- B. Pursuant to Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1, the Director of Public Works hereby adopts the following provisions:
1. The characteristics of any 24 hour composite sample representative of a wastewater discharge generated over that period of time shall not exceed the following concentration-based numerical limits:

Pollutant/Pollutant Parameter Limit (mg/l)

Arsenic (As) (as Total)	4.0
Cadmium (Cd) (as Total)	0.5
Chromium (Cr) (as Total)	5.0
Copper (Cu) (as Total)	4.0
Lead (Pb) (as Total)	1.5
Mercury (Hg) (as Total)	0.05
Nickel (Ni) (as Total)	2.0
Silver (Ag) (as Total)	0.6
Zinc (Zn) (as Total)	7.0
Phenol	23.0
Cyanide (CN) (as Total)	1.0

2. These numerical limits shall apply at the point of wastewater discharge into the sewerage system of the City and County of San Francisco with the proviso that no discharger shall increase the use of process water or, in any other way attempt to dilute a discharge as a partial or complete substitute for adequate wastewater management to achieve compliance with the requirements of this Order.
3. On an individual discharger basis, the Director of Public Works may consider inclusion of local limits greater than those specified in this Order provided that the two following conditions are met:
  - a. The discharger's inability to meet concentration-based limits specified in this Order is caused solely by implementation of a significant water reclamation or water reuse program at the discharger facility, and
  - b. The amended concentration-based limit does not result in an increase in the mass emission of that pollutant from the discharger facility.
4. In addition to any other provision of this Order, all dischargers must comply with all the requirements of Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1 (Industrial Waste Ordinance #19-92).
5. All of the pollutants/pollutant parameters specified above are defined in the Federal regulations at 40 CFR Part 136 (1991).
6. This Order rescinds City and County of San Francisco Department of Public Works Order No. 104407, adopted March 3, 1976.

7. The provisions of this Order are effective immediately.

END OF SECTION

## APPENDIX E: GUIDELINES FOR PLACEMENT OF BARRICADES AT CONSTRUCTION SITES

### DEPARTMENT OF PUBLIC WORKS GUIDELINES For the Placement of Barricades at Construction Sites ORDER NO. 167,840

#### **GUIDELINES**

It is the policy of the Department of Public Works that a safe and accessible path of travel be provided for all pedestrians, including those with disabilities, around and/or through construction sites.

When erecting barricades, the Contractor shall be conscious of the special needs of pedestrians with physical disabilities. Discretion is given to the Contractor to provide protection for pedestrians consistent with all local, state, and federal codes, including the Americans with Disabilities Act and the California Building Code, Title 24.

It is recognized that there are various types of construction activities, including both short-term and long-term projects. Some barricading systems are more appropriate for certain types of construction than others.

The following barricading systems described in the attached document are examples of systems which can be used to provide a safe and accessible path of-travel around and through a construction site. They are not intended to be all-inclusive. Any barricading system meeting accessibility standards may be considered.

#### **BARRICADING METHODS AND MATERIALS**

##### **A-Frames**

When using A-frames for defining a path-of-travel, not barricading trenches from vehicular travel, A-frames shall be placed end to end (no spacing between barricade allowed). This will help a person who is blind negotiate a safe path-of-travel. Openings between A-frames will give confusing signals to a person who is blind and using a "walking cane" or "white cane". If using A-frames, all must be connected in a way to ensure that individual A-frames do not move out of place or separate. As an example of an acceptable connection, A-frames may be connected by 2 x 4's that are attached to the base of the barricade system.

##### **Barrier Caution Tape**

Caution tape does not provide an adequate barricade and cannot be used to delineate path-of-travel (but can be used in other areas to highlight danger. It can be used in conjunction with barricades such as A-frames).

##### **Fencing Material**

When using fencing material (e.g., chain link, plastic, etc.) the bottom 3 inches minimum should be solid. This base will act as a guide to blind pedestrians using canes. Walking canes used by blind pedestrians could get caught in fencing. A safe design can be achieved by attaching a solid material

(e.g., wood, header bender board, sheet metal, solid rod or rail, etc.) to the bottom portion of the fence. Chosen material should have a high visual contrast to the street/sidewalk surface.

### **Closed Crosswalks**

If a crosswalk is closed due to construction, then curb ramps leading into that crosswalk should also be appropriately barricaded. Temporary curb ramps must be installed in the direction of the crosswalk to replace barricaded ramps. It should be noted that curb ramps are not used solely by persons in wheelchairs. They are also indicators to persons who are blind that a crosswalk exists and that there is a safe path-of-travel to cross the street. Temporary curb ramps should direct blind pedestrians to and through the temporary path-of-travel.

### **Open Crosswalks**

If crosswalks are to remain open during the project then curb ramp areas should be kept free of debris, staging material, equipment, etc.

### **Path-Of-Travel**

Any change of level in a path-of-travel which is over 1/4" in. (1/2" maximum) height must be beveled at 45 degree to provide a smooth, non-tripping transition.

***NOTE: With the unique nature of each project, certain issues may arise which have not been covered in the above guidelines Each project will have to be reviewed on a case by case basis, to ensure that complete, safe, usable and accessible paths-of-travel are maintained during construction.***

## **EXAMPLES OF CORRECT AND INCORRECT BARRICADING METHODS**

Photographs A through F depict several examples of correct and incorrect barricading methods.

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### **A. Incorrect Barricading Method**

- "A-Frame" spacing is too wide
- Caution tape does not provide an adequate barricade or detectable path-of-travel
- Curb cut access has been blocked



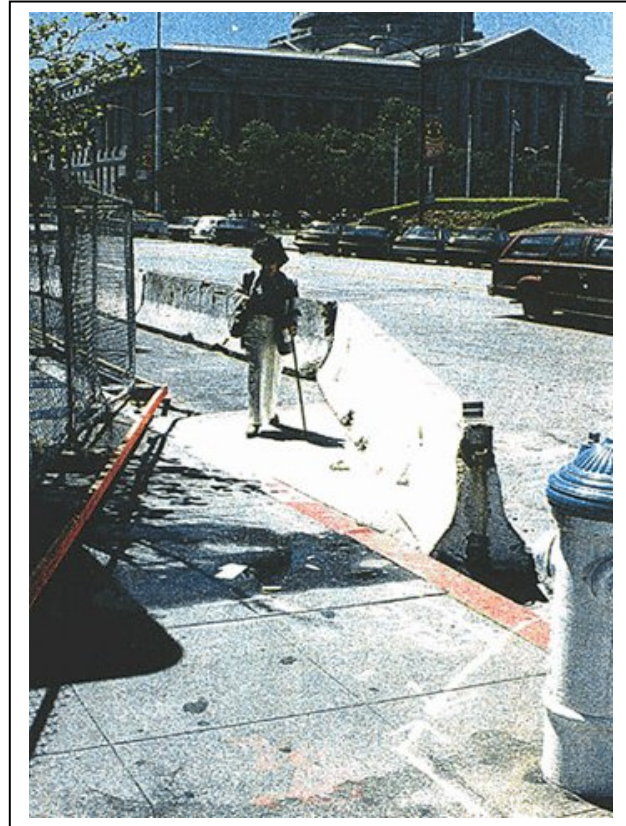
### **B. Correct Barricading Method**

- Orange plastic fencing with baseboard provides an easily detectable path-of-travel for persons who are blind/low visioned and using a "white mobility cane". Baseboard will also help eliminate the potential for a person using a "white cane" from getting the cane caught in the fencing mesh.
- Temporary bridging system (wooden decks/steel plates) provides an accessible path-of-travel for persons using a wheelchair. (Note: the cold patch (asphalt) at the ends of the bridge provides a beveled 1:2 lip of no more than 1/2 inch for a smooth transition).



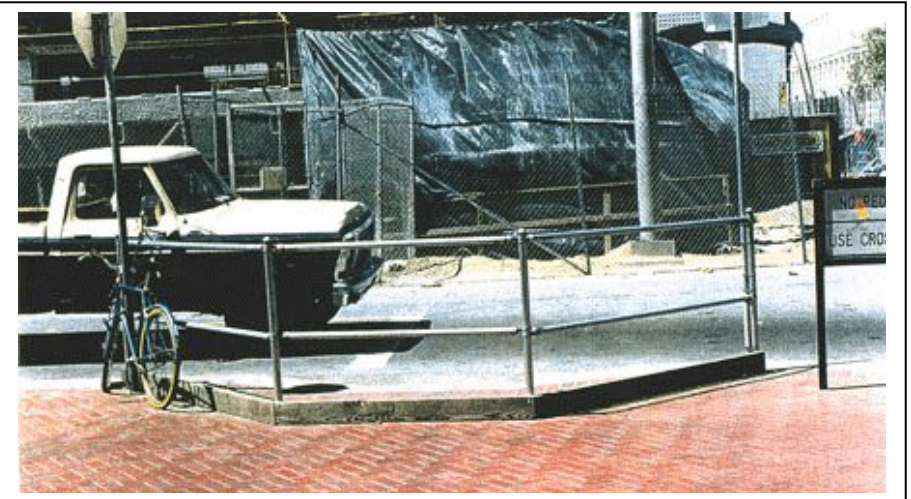
### C. Correct Barricading Method

- Baseboard at perimeter of fence supports provides for a well defined path-of-travel edge for persons who are low visioned/blind and using a "white mobility cane". Baseboard also prevents cane from getting caught in fencing mesh. The baseboard is to have a high contrast to the sidewalk/street surface
- K-Rail further defines the path-of-travel and protects pedestrians from vehicular traffic.
- Concrete float (temporary ramp) provides for a smooth transition from street to sidewalk for all pedestrians as well as those persons using a wheelchair. (Note: asphalt or other material that will remain in place and support the weight of a person in a wheelchair is acceptable as temporary ramping material)



### D. Correct Barricading Method (Curb ramp leading into a closed crosswalk)

- Entire perimeter of curb ramp is barricaded.
- Galvanized steel pipe railing provides an effective barricade (other materials providing the same level of barrier are acceptable).
- Bottom rail is within 12" - 20" above ground surface (this allows for detection by a person who is blind and using a "white mobility cane").
- Baseboard around perimeter of railing is a minimum 4" above ground surface (this allows for detection by a person who is blind and using a "white mobility cane").





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### E. Incorrect Barricading Method

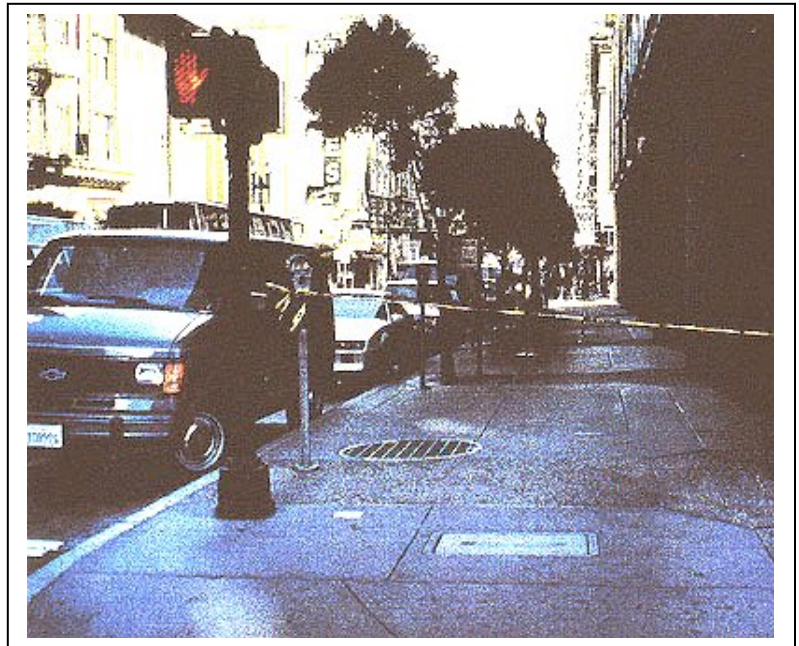
- This is an open trench/pit, for a new light pole. An opening in the path-of-travel poses a severe hazard to able bodied pedestrians as well as disabled pedestrians.
- The perimeter should be completely blocked off with upright barricades and no spacing should exist between the barricades.



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### F. Incorrect Barricading Method

- Caution tape being used to block off entire sidewalk
- No defined alternative path-of-travel (sending pedestrians into traffic)
- No solid base for detection by a person who is Low visioned/blind and using a "white mobility cane"
- No temporary crosswalk was provided for pedestrians using wheelchairs
- Overall this is an unsafe condition for all pedestrians; able bodied as well as persons with disabilities, and especially persons who are low visioned or blind.



END OF SECTION





**SECTION 01 11 00****SUMMARY OF WORK****PART 1 – GENERAL****1.01 INVESTIGATION PRIOR TO BIDDING**

- A. The Contractor must become familiar with the Specifications and Available Project information cited in Section 00 31 00 prior to creating and submitting its bid.

**1.02 SCOPE OF WORK OR PROJECT DESCRIPTION**

- A. By this Contract, the SFPUC is retaining a contractor to perform work necessary to restore San Francisco's Stern Grove site to pre-existing conditions prior to catastrophic water damage due to failure of an existing air valve along the SFPUC's San Andreas Pipeline No. 2 and subsequent flooding of Stern Grove on August 23, 2021.
- B. The Work will include the following tasks: phased removal of damaged trees that pose a safety hazard; constructing an engineered slope stabilization repair and retaining wall system; tennis court restoration; planting and reseeding of the impacted slope and meadow; interior and exterior restoration of existing buildings that incurred water damage; erosion repair at the adjacent Pine Lake; and, any related tasks required by the Contract Documents.
- C. The Contractor shall, unless otherwise specified herein, furnish all labor, tools, equipment, materials, transportation, services, and perform all operations necessary for and properly incidental to perform and complete the Work as indicated in the Contract Documents.
- D. SFPUC will assign Work to the Contractor in a Contract Service Order ("CSO") format. Each CSO will consist of, at a minimum, the location and the scope of the work to be performed accompanied by drawings and specifications as necessary and specific pay items based Contractor quotes. Contractor must complete the portion of the Work specified in the CSO within the allotted time specified in the CSO.
- E. If a CSO includes multiple locations: (1) Contractor shall perform the Work sequentially and not simultaneously unless the SFPUC provides different instructions in writing; and (2) the CSO will specify the sequence of work at the different locations.

- F. SFPUC may issue CSOs at or after the date of the Notice to Proceed and shall continue thenceforth for the duration of the contract as specified in Section 00 73 02. Notwithstanding, SFPUC may not issue a new CSO later than four years after the date of Certification of the Agreement. Any issuance of CSOs by the City will be at the City's sole discretion. Issuance of CSOs by the City may be discontinued at any time during the term of the Contract if the City determines that the Contractor's progress of the work or the quality of the Contractor's work is deficient. Should the City discontinue issuance of CSOs for either of the above reasons, then the City may terminate this Contract in accordance with Section 00 72 00.
- G. The City reserves the right to remove or postpone work location(s) from a CSO after issuance of a CSO.

### **1.03 CONTRACT SERVICE ORDER PROCEDURE**

- A. Upon issuance of each CSO by the City, the following sequence of events shall be observed:
1. The Contractor must respond in writing to the City Representative within two (2) business days of receipt of a CSO. The Contractor's written response must include the following:
    - a. A written cost estimate for each work location described in the CSO.
    - b. A proposed construction schedule showing the start dates specified in the CSO and the progress the Contractor will follow to complete each individual Work location within the time limit specified in the CSO.
  2. The City will indicate, in writing, acceptance or rejection of the Contractor's cost estimate and proposed construction schedule. If the City disapproves the Contractor's cost estimate and/or proposed work schedule, the City will provide reasons for such rejection in writing and may require a re-submittal of the same.
  3. When the City approves a cost estimate and work schedule, the City will establish the CSO NTP (the start date of the Work under each CSO) and the limits of CSO duration.
  4. Unless otherwise specified in the CSO, the Contractor shall start work within 5 calendar days, once an acknowledgement by the Contractor of receipt of CSO is executed.
- B. Construction Schedule: The Contractor's proposed work schedule may not exceed the specified duration of Work specified under each CSO. The duration is the maximum time allowed to achieve completion of the CSO. The proposed work schedule shall include the time required for public notification, securing all required permits, and delivering all required submittals. The City will include

Liquidated Damages in the CSO related to maximum time allowed or shutdowns if applicable.

- C. The Contractor may not commence any Work prior to the City Representative's issuance of written CSO NTP.
- D. Maintenance and protection of each site or work location as indicated on the individual CSO shall be the responsibility of the Contractor.

#### **1.04 MISCELLANEOUS WORK COMMON TO THE ENTIRE CONTRACT**

- A. Contractor shall complete the Work of this Contract in good faith, providing all work, materials, equipment and services, including those not expressly indicated or called for in the Contract Documents, that may be necessary for the completion and proper construction of the Work as though originally indicated at no additional cost to the City.

#### **1.05 SERVICES TO BE PROVIDED BY THE CITY DURING THE COURSE OF CONSTRUCTION**

- A. The City will provide inspection and testing services required for the preparation and execution of this Contract, unless otherwise noted in these Specifications.

#### **1.06 DESIGN (AND OTHER) SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- A. The Contractor shall provide any as needed design services associated with each CSO issued, which may include, but is not limited to, shoring and sheet pile design. Under these requested design services, the Contractor must hire a California licensed Civil or Structural Engineer to sign and stamp the shoring and sheet pile design. Additionally, the Contractor may be required to obtain a licensed Civil Engineer for traffic control design and preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP).

#### **1.07 CONSTRUCTION SCHEDULING AND SEQUENCING**

- A. Refer to this Specification Subsection 1.03 Contract Service Order Procedure for sequencing requirements.

#### **1.08 MISCELLANEOUS INSTRUCTIONS TO THE CONTRACTOR**

- A. The Contractor shall note that the Excavation Code, Article 2.04, as amended, and Order No. 187005: "Regulations for Excavating and Restoring Streets in San Francisco," take precedence over the SFPW Standard Specifications and Standard Plans when differences arise. Otherwise, the Standard Specifications and Standard Plans shall govern the excavation and restoration of City streets.

- B. Contractor shall compact all backfill as specified on the day it is placed. If the Contractor elects to install temporary paving, temporary paving shall be a minimum of three inches thick of hot asphalt concrete and shall be mechanically compacted as directed to provide a smooth, clean surface. Compaction by wheel rolling will not be allowed. Temporary paving shall be removed and permanent paving shall be installed as per SFPW Regulations for Excavating and Restoring Streets in San Francisco. Contractor shall provide vertical saw-cut at all cold joints within new paving.
- C. The use of Vermeer rock wheel cutter and/or similar types of equipment for cutting, trenching, or excavating pavement is prohibited unless permitted by Special Orders of the Director of Public Works for specific locations.
- D. The Contractor's attention is directed to the fact that there may exist inactive and/or obsolete services in the area of work to be done under this contract. Those services may not be marked, and cannot be readily located in the field because of the absence of meters or meter boxes.
- E. Contractor may be required to apply for Building Permits with the San Francisco Department of Building Inspection, for the building repair work. The time required for this application, approval and site inspection shall be considered in the Contractor's schedule.
- F. The Contractor shall follow SFMTA's "Regulations for Working in San Francisco's Streets," commonly referred to as the "Blue Book" requirements for traffic control.
- G. A complete list of all known services, including inactive or obsolete services, is on file in the Engineering Office of the City Distribution Division, located at 1990 Newcomb Avenue. Please contact Ms. Gloria Chu at (415) 920-4062.
- H. Protecting, repairing and working around such services are considered as incidental work under the appropriate bid items, and no separate payment will be made therefore.
- I. Contractor is solely responsible for ensuring that any and all Contractor officers, employees, agents, subcontractors and suppliers on-site fully comply at all times with any and all applicable regulations, regardless of whether Contractor chooses to conduct its compliance enforcement by assigning compliance enforcement duties to its on-site foreman or superintendent, or whether Contractor chooses to retain third party inspection services which shall be paid by the Contractor as incidental work with no additional cost to the City.
- J. Contractor shall be solely and fully liable for any and all sanctions, fines, penalties, incidental and consequential damages arising out of Contractor's failure to comply with all applicable requirements referenced in this Section. Contractor shall be solely and fully liable regardless of whether the City Representative is or is not present on site at the time of such violation, and regardless of whether the

City Representative has or has not identified, noticed, and/or alerted the Contractor of the violation.

- K. Supporting, working around and protecting of all utility facilities owned and operated by the City and County of San Francisco are considered as incidental work per provisions of the Contract Requirements Section 00 73 20 "Existing Utility Facilities" and Section 00 73 20/APB (Appendix B: Utility Crossings Specifications).

#### **1.09 CONTRACTOR'S USE OF SITE**

- A. The City will furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way and easements thereto. The City Representative will identify any restrictions\* specifically related to use of lands so furnished with which the Contractor will have to comply in performing the work. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided.
- B. Contractor's Work Area: The Contractor's work area and staging area shall be as directed by the City Representative in the field. Refer to Section 01 50 00, Temporary Facilities and Controls, for temporary sanitary facilities requirements.
- C. Additional Staging and Storage: Contractor shall be responsible for providing any additional staging and storage areas outside the boundaries of the Work. Such staging and storage areas shall not be located on City streets. The cost of any additional staging and storage areas on nearby private property shall be borne solely by the Contractor. The Contractor shall not enter upon or use any property not under control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said agreement furnished to the City Representative prior to said use. Neither the City nor the City Representative shall be liable for any claims or damages resulting from Contractor's unauthorized trespassing or use of any such properties.
- D. Maintenance of Work Area: Contractor shall at all times maintain the areas in a safe condition, remove all accumulations of rubbish and surplus materials at the end of each working day, restore them to a condition equal to that which existed prior to the start of work, and leave them at completion of the contract in a clean, orderly fashion.
- E. Security of Contractor's Work Area: Security of Contractor's work areas and its property, equipment, construction materials, and all other items contained in Contractor's staging areas or elsewhere on the construction site shall be Contractor's sole responsibility at all times. This requirement shall be in effect during normal working hours as well as nighttime hours, weekends, and holidays.

**1.10 NIGHT AND WEEKEND WORK**

- A. Contractor shall not perform night work, i.e., between the hours of 5:00 p.m. and 7:00 a.m., or weekend work without prior written permission from the City and all permitting agencies. Contractor shall provide a minimum of 3 working days advance written notice of such night or weekend work so that arrangements can be made for City inspectors to be present and local residents and businesses can be notified or required permits can be obtained.
- B. Night and weekend work shall be at no additional cost to the City.
- C. Contractor shall comply with the requirements of Article 29 of the Police Code, Regulation of Noise.

**1.11 HAULING OF MATERIAL**

- A. Contractor shall dispose of all excavated and demolished material and construction debris off site, unless needed for fill or otherwise approved by the City Representative.
- B. The Contractor will be responsible for cleanup of soil or other debris spilled from trucks and shall clean the affected streets daily with wet type sweepers. Flushing of soil or other debris into storm drains is prohibited.

**1.12 NOT USED****1.13 HAZARDOUS MATERIALS MANAGEMENT**

- A. Not Used

**1.14 ELECTRONIC CERTIFIED PAYROLL REQUIREMENTS**

- A. Contractor shall fully comply with the submittal requirements for electronic certified payrolls as outlined in Article 9.03M of the Section 00 72 00 General Conditions.

**1.15 PROJECT-SPECIFIC SAFETY AND HEALTH REQUIREMENTS**

- A. Contractor shall notify Operations prior to entering any Wastewater Enterprise facilities, manholes, structures, and other assets upon final exit each day. Contact SEP Operations for Bayside project; contact OSP Operations for Westside projects. The Contractor shall attend an Advertisement Meeting with the assigned Safety Officer, during which the Contractor will be given the name and number of the facility the Contractor shall notify prior to entry/arrival.

Stern Grove Emergency Site Restoration

WD-2888(E)

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**





**SECTION 01 20 00****PRICE AND PAYMENT PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section covers requirements and procedures for preparation and submittal of Contractor Progress Payment Requests.
- B. Related Documents and Sections include:
  - 1.
  - 2. Section 00 72 00 – General Conditions
  - 3. Section 01 29 73 – Schedule of Values
  - 4. Section 01 32 16 – Construction Progress Schedule

**1.02 DEFINITIONS**

- A. Unit Price Work
  - 1. The City will determine the quantities of work to be paid for any item for which a unit price is fixed in the Contract. The foregoing shall also apply to Bid Items for which the unit of measurement is designated as “Each.”
  - 2. Unless otherwise provided, determination of the number of units of work so completed will be based, so far as practicable, on the actual measurement or count made by the City Representative of the work satisfactorily completed within the prescribed limits.
- B. Lump Sum Work:
  - 1. When the estimated quantity for specific portions of work is not indicated on the CSOs and unit is designated as lump sum, payment will be on a lump sum basis in accordance with the approved Schedule of Values for work satisfactorily completed.
- C. Allowance Bid Items:
  - 1. Contingency Allowances are individually set aside, fixed dollar amounts available on a contingent basis for selected items of work and/or materials that may be performed and/or procured only when and as directed in

writing by the City, and shall be limited to items of work properly inferable from the description of the allowance. Contingency Allowances cover work or other cost items that are not anticipated or foreseen and may or may not ultimately be required during the performance of this Contract. Payment under a Contingency Allowance will include Contractor's mark-up for overhead and profit and will be paid under the Change Order provisions of Article 6 of the General Conditions, Section 00 72 00.

2. Cash Allowances are used for an item of work or other cost item which is known to be required, or likely to be required, in the performance of this Contract. Payment under a Cash Allowance will be made only for the actual invoice amount of items purchased or direct costs incurred. Contractor's other costs, which may include, but not be limited to, equipment handling, unloading, cleaning, storage, installation labor, administration, supervision, overhead and profit, shall be considered by the City to be included in Contractor's Base Bid outside of the Cash Allowance and will not be reimbursed.
3. Work under specific allowances in this Contract may be implemented or deleted partially or in its entirety. Upon bid submittal, the Contractor shall not claim credit for any Local Business Enterprise ("LBE") subcontract work described as allowance work items. Since it is possible that some, all, or none of the amounts provided for in these Bid Items may be used, the provisions of Section 00 72 00 – General Conditions for deleting the Bid Item Work entirely shall not apply for these Bid Items. Claims for loss of anticipated profit due to the City's decision not to use some or all of allowance bid items will not be considered.
4. If an allowance item is not expended or is only partially expended, the contract sum will be reduced to reflect the difference between the amount provided in the original contract sum and the cost of the actual allowance work.

### **1.03 BASIS OF PAYMENT**

- A. Quantities of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the number, as determined by the City Representative, of units of Work satisfactorily completed in accordance with the requirements of the Contract Documents.
- B. Unless otherwise provided, determination of the number of units of Work so completed will be based, so far as practicable, on the actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits.

- C. Measurements and computations will be as determined by Contract requirements, or if not otherwise prescribed, made by methods as the City Representative may consider appropriate for the class of work measured.
- D. The description for each of the Bid Items in this Section provides a general description of the work to be covered under each item. It is not the intent of each Bid Item Description to provide in detail all work and costs required. The Contractor shall allocate or assign the costs of all contract work as it sees best to the individual Bid Items in accordance with the Contract. Each Extension dollar amount for each Bid Item shall be full compensation for furnishing all labor, material, equipment, and tools necessary for the Work; for performance and completing all Work in accordance with the Contract; and for all expenses and markups incurred by the Contractor for any purpose incidental to performing and completing the Work. The Contractor's failure or omission to include any costs for the contract work in its bid shall not be justification for additional compensation. Any allowance or extra work to be performed under this Contract shall either be performed under the Allowance Bid Items listed within each authorized CSO or performed through change orders as authorized by the City Representative.

#### **1.04 PROGRESS ESTIMATES AND PAYMENTS**

- A. The City will make progress payments for the Work performed under this Contract in the manner described in the General Conditions.
  - 1. Progress payments will be based upon progress estimates by Contractor and verified by the City Representative of the actual physical progress of the work. The Contractor shall be responsible for the measurements and surveys required to establish the progress estimate and shall, upon request by the City Representative, make available for checking all surveying and measurement notes and logbooks complete with benchmarks and monuments used.
  - 2. The City will issue progress payments on a monthly basis and will not issue any mid-monthly payments regardless of the value of the work and material incorporated prior thereto.
  - 3. The Contractor shall submit a monthly schedule update with each Application for Payment.
  - 4. Contractor shall certify its estimate of the quantities of the work completed, contained in the monthly progress payment estimate, by signing each such estimate prior to its submission.
  - 5. The City will make final determination if agreement cannot be reached on Contractor's progress payment request.

- B. The application for payment shall identify, as a subtotal, the amount of the Contractor total earnings to date; plus the specified percentage of the value of any unique materials or equipment stored on or off the Site and not yet been incorporated in the Work that the City has authorized for advance payment under Article 9 of the General Conditions; and less a deductive adjustment for materials or equipment installed that Contractor had not previously incorporated in the Work, but for which advance payment was allowed under Article 9 of the General Conditions.
- C. The net payment due the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of any applicable retainage and the total amount of all previous payments made to the Contractor. The Contractor shall account for any withholdings from the payment due, such as for Stop Payment Notices, at that time. The City may also withhold amounts for defective work for which the City has provide prior notification.

#### **1.05 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION**

##### **3.01 BID ITEMS AND ALLOWANCES FOR EACH CONTRACTUAL SERVICE ORDER**

- A. Each authorized CSO will consist of bid items that include lump sum, unit price, and allowances based on the approved work scope and will provide as a basis of payment to the Contractor.

**END OF SECTION**

**SECTION 01 21 50****MOBILIZATION ITEM****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section outlines those responsibilities of the Contractor that are scheduled to be performed for both mobilization and demobilization.
- B. City will compensate the Contractor in the fixed amounts indicated in each authorized CSO for “Mobilization” and “Demobilization” upon completion of the applicable items listed in Articles 1.02C and 1.02D of this Section, respectively.
- C. Related Document and Sections:
  - 1. Section 00 72 00 – General Conditions
  - 2. Section 01 11 00 – Summary of Work
  - 3. Section 01 31 00 – Project Management and Coordination
  - 4. Section 01 35 43 – Environmental Procedures
  - 5. Section 01 33 00 – Submittal Procedures
  - 6. Section 01 32 16 – Construction Progress Schedule
  - 7. Section 01 71 33 – Protection of Adjacent Construction
  - 8. Section 01 77 00 – Closeout Procedures

**1.02 CONTRACTOR’S RESPONSIBILITIES**

- A. Mobilization shall include the obtaining of permits (exclusive of actual permit fee payments), preparing and furnishing specified submittals, moving onto the Site all equipment necessary for the Work; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of Work.
- B. Prior to the mobilization of all plant, equipment, offices or temporary facilities to the Site, the Contractor and City Representative shall jointly perform a site survey of the existing conditions per the requirements of Section 01 71 33.
  - 1. The survey shall include but not be limited to:

- a. Photographs duly annotated
  - b. Sketches, measurements and notes
  - c. A guided tour to be performed by the City's Bureau of Environmental Management Project Manager to identify sensitive habitat as defined in the Contract Documents and in the Environmental Impact Report
  - d. Areas which are to be disturbed and restored
  - e. Adjacent properties
  - f. Condition of streets and access route to the site
  - g. Trees, shrubs, lawns, walks, pavement, roadways, structures or signs, and utilities not indicated to be removed, relocated and replaced
  - h. Mobilization items requiring physical work at the construction site shall not proceed until the site survey has been completed
- C. Mobilization shall include, but not be limited to, the following principal work items:
- 1. Attending pre-construction meeting
  - 2. Signing all Contract Documents necessary to proceed
  - 3. Submitting pre-construction submittals, including construction schedule, submittal schedule, joint survey to establish authenticity of possible claims, schedule of values, and others as specified
  - 4. Mobilizing and moving onto site the Contractor's plant, equipment, tools, materials and labor required for the first sixty days of work
  - 5. Assigning the Contractor's Project Manager and/or Project Superintendent, and the Contractor's Site Safety Representative to be present at the Project site full time, following Notice to Proceed
  - 6. Obtaining and paying for all required insurance and bonds
  - 7. Installing temporary construction power, wiring, and lighting facilities
  - 8. Developing and installing construction water supply, including fire protection system, and paying any required deposit
  - 9. Providing on-site sanitary facilities and potable water facilities
  - 10. Arranging for and erection of any Contractor's work and storage yard and off-site parking

11. Posting all OSHA-required notices and establishing safety programs as defined in Contractor's Cal-OSHA approved Safety Program
  12. Performing and documenting joint survey of existing conditions, if required by portions of the Contract Documents other than Section 01 71 33
  13. Fabricating and erecting project signs, construction area signs, traffic handling and detour signs, and temporary traffic control devices
  14. Providing submittal of the Contractor's Site-Specific Health and Safety Plan.
  15. Preparing all plans and training required by Sections 01 41 00 and 01 35 43 that are required prior to Work beginning on the site
  16. Constructing and implementing safety and security features and requirements complying with SFPUC and Contractor safety and security programs
  17. Installing any exclusion fencing required by the Documents and the Environmental Impact Report
  18. Time and labor associated with obtaining of permits, exclusive of actual permit fee payments
- D. Demobilization shall include, but not be limited to, the following principal items:
1. Demobilizing and removal of the Contractor's facilities and equipment
  2. Removing all project signs from project site, and removing all construction area signs, traffic handling and detour signs, and temporary traffic control devices from project vicinity
  3. Removing all temporary construction facilities including Contractor's field office(s) and other equipment and utilities from the site as Contractor's property within 14 calendar days after the date of Final Completion; cleanup of all debris and restoring the site as specified
  4. Furnishing all required equipment installation certification forms, warranty documents and Operations and Maintenance ("O&M") data and manuals and spare parts, special tools, and keys
  5. Performing all required training sessions
  6. Performing and submitting all manufacturer installation checkouts



7. Furnishing all information and completing all formalities required by the San Francisco Contract Monitoring Division (“CMD”)
8. Preparing and submitting all final documents, including certified payroll, and other records of payments to suppliers and subcontractors, and lien releases/claims waivers needed to close the contract within the time requirements
9. Furnishing the Contractor Final Updated Construction Drawings (Record Drawings)
10. Furnishing to the City post-construction pipeline TV tapes and logs (pipeline projects only)
11. Providing signoffs from affected property owners and permitting agencies confirming that their requirements have been met
12. Completing all specified closeout requirements
13. Requesting final payment

### **1.03 PAYMENT PROCEDURES**

- A. The retention of funds provisions of Article 9 of the General Conditions shall apply to the sum of all the Contract Work completed, including that under the Bid Item “Mobilization” and the Bid Item “Demobilization.”
- B. Any extension of the Contract Time that may be granted shall not of itself constitute grounds for a claim for additional payment under the Bid Item “Mobilization.”
- C. Payment for “Mobilization” and “Demobilization” shall be the fixed and/or lump sum amounts.

### **1.04 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION (NOT USED)**

## **END OF SECTION**

**SECTION 01 25 13****PRODUCT SUBSTITUTION PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements for processing Contractor's Requests for Substitution of products or equipment made after the Award of the Contract.
- B. Related Documents and Sections:
  - 1. Section 00 49 18 – Request for Substitution
  - 2. Section 00 72 00 – General Conditions, Article 3.12
  - 3. Section 01 42 00 – References
  - 4. Section 01 33 00 – Submittal Procedures

**1.02 DEFINITIONS**

- A. Substitution: The proposed change by the Contractor after the Award of the Contract of a product, equipment, or service required by the Contract Documents is considered to be a Request for Substitution. The following are not considered to be Requests for Substitution:
  - 1. Substitutions requested during the Bid period, and accepted by Addendum prior to Award of the Contract.
  - 2. Revisions to the Contract Documents requested by the City Representative.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
- B. Where the terms "or equal," or "or approved equal," or similar references are used, submittal of a Request for Substitution Section 00 49 18 is required for products or manufacturers not specifically indicated in the Specifications.

### 1.03 REQUIREMENTS

- A. The Contractor's Total Bid Price for the Work of this Contract shall be based on products, equipment and services listed by manufacturer's or supplier's name in the Technical Specifications.
- B. Substitution requests shall not be the basis for extra charges above the Contractor's Bid Price for the Work, nor shall they be the basis for an increase in Contract time.
- C. The Contractor shall bear the cost of making all mechanical, electrical, structural, utility, or other changes required to accommodate the proposed substitution, including the City Representative's costs required to review the substitution.
- D. Substitutions described in this Section shall not be construed as submittals as described in Section 01 33 00.
- E. 50 percent of any cost savings resulting from an accepted Substitution Request shall be credited to the City. The total cost savings shall be less any design costs required for substitution implementation.

### 1.04 SUBMITTALS

- A. The City Representative will consider Requests for Substitution if received within thirty-five (35) calendar days after the date of the Award of the Contract.
  - 1. Requests received more than 35 days after Award of the Contract may be considered or rejected at the sole discretion of the City.
  - 2. The Contractor shall submit Requests for Substitution to the City Representative, on the City's approved Request for Substitution Form.
- B. The Contractor shall provide complete supporting data identical to that required for the product, equipment, or service originally specified, including drawings, samples, literature or detailed information sufficient to demonstrate that the proposed substitution is equal, or greater, in quality and utility to the product, equipment, or service originally specified. The following additional information shall also be submitted:
  - 1. Information regarding the effect of the substitution, if any, on the Construction Schedule.
  - 2. Name and address and Licensed Professional Engineer contact information of similar projects on which the substituted product, equipment, or service has been used, and date of installation.
  - 3. Signed statement that the proposed substitution is in full compliance with the Contract Documents; or, written direction of the City.

4. List of other work, if any, which may be affected by the substitution.
    - a. Provide complete details regarding changes in requirements for power or other support facilities, auxiliary equipment or structural modifications.
    - b. The Contractor shall be responsible for the effect of a substitution upon related work, and pay the additional costs generated thereby to implement the substitution, including the engineering design services associated therewith.
  5. Information on availability of maintenance service and source of replacement materials.
  6. Sample of manufacturer's standard form of warranty or guarantee for the proposed substitution.
  7. Itemized comparison of proposed substitution with product, equipment, or service specified with significant variations identified.
  8. Include accurate cost data comparing proposed substitution with product, equipment, or service specified and amount of net change in Contract Sum.
    - a. Include costs to other contractors and subcontractors and costs for revisions to Drawings, Details or Specifications.
    - b. Indicate amount to be deducted from Contract Price if Substitution Request is accepted.
- C. Manufacturer's Product Modifications: The Contractor may submit a Request for Substitution in accordance with this Section if the specified product, equipment, or service has been modified or improved by the manufacturer. If approved, the substitution shall be at no additional cost to the City and shall be subject to the cost savings provisions specified herein.
- D. The City will receive and consider Contractor's Requests for Substitution only under the following conditions as determined by the City. If the following conditions are not satisfied, the City Representative will return the request without action except to record noncompliance with the requirements.
1. The burden of proof as to the type, function, and quality of proposed substitutions shall be upon the Contractor.
  2. The City will determine the quality and utility of the Contractor's proposed substitutions. The City's decision shall be final.
  3. The City may require the Contractor to furnish at the Contractor's own expense, a special performance guarantee or other surety with respect to any substituted product, equipment, or service.

4. Extensive revisions to the Contract Documents are not required.
  5. The substitution requested is consistent with the general intent of the Contract Documents.
  6. The request is timely, fully documented, and properly submitted.
- E. The City will not consider substitution requests when:
1. They are indicated or implied on submittals without a formal request from the Contractor, regardless of whether or not the said submittal is approved by the City.
  2. They are requested directly by a subcontractor or supplier.
- F. Substitutions required by inability to obtain products, equipment, or services specified will not be acceptable grounds for increase in Contract Sum or Contract Time.
- G. Contractor may not order or release for fabrication any substitute products, equipment or services without written acceptance by the City.

#### **1.05 QUALITY ASSURANCE**

- A. The Contractor shall certify with each Request for Substitution that it:
1. Has investigated the proposed substitution and determined that it is equal to, or superior to the product, equipment, or service specified;
  2. Will furnish the same warranty/guarantee or bond for the proposed substitution as for the product, equipment, or service specified;
  3. Will coordinate the installation of an accepted substitution into the Work and make such other changes as required to complete the Work in accordance with the Contract Documents and applicable regulatory requirements;
  4. Waives claims for additional costs and/or time extensions associated with the substitution, which may subsequently become apparent; and
  5. Will pay costs of changes to Contract Documents required by accepted substitutions.

#### **1.06 CITY'S ACTION**

- A. All substitutions shall require written approval by the City.

- B. The City's approval of any substitution shall not relieve the Contractor from compliance with all other requirements of the Contract Documents and for adequacy of the substituted items.
- C. The City will review Requests for Substitution and notify the Contractor in writing within 30 days of receipt of a substitution request of acceptance or rejection of proposed substitutions. The following provisions shall apply:
  - 1. The City will determine whether or not a product, equipment, or service is equal for the purpose intended in quality and utility to that specified.
  - 2. The decision of the City on all such questions of equality and acceptability of proposed substitutions shall be final.
  - 3. No claim of any sort shall be made or allowed against the City as a result of any final decision to accept or reject any proposed substitute product, equipment, or service.

#### **1.07 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

#### **END OF SECTION**



**SECTION 01 29 73****SCHEDULE OF VALUES****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes: Submittal requirements, coordination, review and acceptance of the schedule of values for evaluating progress payment applications.
- B. Related Documents and Sections:
  - 1. Section 01 20 00 – Price and Payment Procedures
  - 2. Section 01 31 19 – Project Meetings
  - 3. Section 01 33 00 – Submittal Procedures
  - 4. Section 01 32 16 – Construction Progress Schedule

**1.02 SUBMITTAL REQUIREMENTS**

- A. Contractor must submit a Schedule of Values within 30 consecutive calendar days after Notice to Proceed.

**1.03 COORDINATION**

- A. Contractor shall coordinate the schedule of values with Contractor's progress schedule.
  - 1. Contractor shall develop the Schedule of Values from the resource loading function of the Baseline Progress Schedule as specified in Section 01 32 16 – Construction Progress Schedule.
  - 2. The Contractor shall prepare and submit a detailed Schedule of Values to the City Representative coordinated with the Baseline Progress Schedule submittal.
  - 3. The City may reject an unbalanced Schedule of Values providing for early overpayment to Contractor on lump sum work.
- B. Contractor shall coordinate the Schedule of Values with Contractor's Application for Payment.



1. The Schedule of Values shall be coded to the CSOs in sufficient detail to facilitate continued evaluation of progress payment applications and submitted to the City Representative for approval prior to the first Application for Payment.
  2. In addition to construction work items that have definable quantity scope values, the Schedule of Values shall include other discrete items of work including but not limited to mobilization, administration, material procurement, final cleaning, operations and maintenance manuals, start-up, and adjusting and testing. The Schedule of Values shall indicate each item's relationship to activities in the Baseline Progress Schedule.
- C. The Schedule of Values shall be coded such that the sum of the Schedule of Values rolls up to, and is in balance with, each lump sum bid item.
- D. Contractor shall update the Schedule of Values to reflect all approved Change Orders prior to the next scheduled submission of the Monthly Schedule update and Application for Payment.

#### **1.04 REVIEW AND ACCEPTANCE**

- A. The City Representative will review and return Contractor's Schedule of Values with comments within 10 working days of its receipt. Contractor shall make corrections requested by the City Representative and resubmit for approval within 5 working days.
- B. Final acceptance by the City Representative shall indicate only consent to the Schedule of Values as a basis for preparation of applications for progress payments and shall not constitute an agreement as to the value of each indicated item.
- C. The City shall not be obligated to make any payment for any bid item other than the Mobilization, nor shall the City Representative accept any change order requests, until Contractor submits the detailed a Schedule of Values acceptable to the City as required herein.

#### **1.05 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

#### **END OF SECTION**

**SECTION 01 31 00****PROJECT MANAGEMENT AND COORDINATION****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section establishes the Contractor's Project Management and Coordination responsibilities.
- B. Related Documents and Sections include:
  - 1. Section 01 31 19 – Project Meetings
  - 2. Section 01 33 00 – Submittal Procedures
  - 3. Section 01 32 16 – Construction Progress Schedule
  - 4. Section 01 78 39 – Project Record Documents

**1.02 PROJECT MANAGEMENT**

- A. During the term of this Contract the Contractor shall maintain a management team which consists, as a minimum, of a Project Manager and Project Superintendent.
- B. The Contractor's Project Manager shall be the duly authorized representative of the Contractor on the Project. The Project Manager shall be authorized to sign all project documents. The Contractor shall provide a description of the role and responsibilities of the Project Manager.
- C. The Contractor's Superintendent shall be responsible for the daily management of the project activities and shall be full time at the Project site. The Contractor shall provide a description of the role and responsibilities of the Project Superintendent.
- D. Depending on the size and complexity of the project the Contractor shall maintain a management team including the following functions:
  - 1. Quality Control
  - 2. Site Safety
  - 3. Testing Coordination
  - 4. Scheduling

- E. The Contractor shall demonstrate to the City the qualifications and relative experience for each person charged with the above responsibilities. Refer to the appropriate specification sections for a description of the roles, responsibilities, and minimum qualifications for these individuals.

### **1.03 GENERAL COORDINATION**

- A. Contractor shall be responsible for all project coordination. The Contractor shall coordinate the work to complete it in accordance with the Contract requirements including:
  - 1. Coordinate the work of Contractor's employees and subcontractors to assure compliance with the schedule.
  - 2. Coordinate the work with the City Representative to minimize impact on City's operations.
  - 3. Coordinate work with utility companies and other contractors on site and adjacent to site through the City Representative.
  - 4. Coordinate work with the oversight of the appropriate regulatory or permitting agencies. Discuss coordination plans with the City Representative prior to execution to determine if coordination will be performed through the City Representative.
- B. Coordinate scheduling, submittals, and work of various sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirement characteristics of operation equipment are compatible with building utilities. Coordinate work of various specification sections, subcontractors, suppliers, and trades having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

### **1.04 DUTIES OF CONTRACTOR'S MANAGEMENT TEAM**

- A. Contractor's Project Management responsibilities extend to the completion of the Project in accordance with the Contract but shall include, but not be limited to the following:
- B. Communications with the City Representative, including:
  - 1. Notices of Delay
  - 2. Notices of differing site conditions
  - 3. System Outage requests

4. Contract changes
- C. Maintain approved Construction Schedule as required by the Contract.
1. Provide “Four weeks look ahead” schedules
    - a. The schedule shall be prepared in the form of a bar chart breaking down activities on the schedule into detailed subtasks. Subtasks shall identify related activity on the construction schedule and responsibility for completion of the subtask.
    - b. Notify the City Representative in writing of any deviation from the plan, within 24 hours of said deviation.
    - c. Indicate inspections by the Contractor Quality Control, City Representative, or regulatory agencies.
  2. Update Schedule
    - a. Identify potential variances between schedule and probable dates for each activity.
    - b. Take corrective action to meet the required completion dates.
    - c. Document changes in schedule and submit these changes to the City Representative and to subcontractors and suppliers involved. Contractor should submit any changes in the Baseline schedule to the City Representative for review.
    - d. Verify that labor and equipment are adequate to complete work within the time allowed.
    - e. Verify that product procurement is adequate to complete work in time allowed.
    - f. Report problems with recommendations for correction to the City Representative.
- D. Coordinate shop work with site work
- E. Maintain site safety including public safety and control of traffic.
1. Secure from the general public all construction areas which could endanger their safety.
  2. Maintain safe access to public areas.
- F. Daily monitor site clean-up and security.
- G. Obtain all necessary permits
- H. Maintain reports and records at the jobsite and make them available to the City Representative

- I. Daily Log of progress of the work.
- J. Implement a Quality Control Plan as required by the Contract
- K. Records to include but not be limited to:
  - 1. Correspondence to and from the City Representative
  - 2. Request for Information
  - 3. Monthly Updated Construction Drawings
  - 4. Contracts, subcontracts and Purchase Orders
  - 5. Permits
  - 6. Materials and Equipment records.
  - 7. Submittals
  - 8. Manufacturers' instructions
  - 9. Certificates of Compliance
  - 10. Test procedures, records, and reports
  - 11. Obtain information from subcontractors and maintain a file of record documents
- L. Conduct Safety Meetings in accordance with Section 00 73 19.
- M. Maintain at the place of fabrication or manufacture, and make available to the City Representative, record copies of all submittals, including shop drawings and product data, certificates of compliance, and shop test reports pertaining to the manufacture and fabrication.
- N. Coordinate and arrange for locating and identifying unknown utilities and providing protection of utility facilities, and relocation, connection and installation of utilities. If during the course of the work, an unexpected or unidentified utility interference is discovered, the Contractor shall immediately call this fact to the attention of the City Representative.
- O. Contractor shall coordinate with the City Representative to minimize conflict with and to facilitate ongoing system operations.
- P. Mobilize and direct workers and equipment as needed for emergency work.
- Q. Maintain cost accounting records for work authorized under unit cost force account or other approved basis requiring accounting records.

- R. The Superintendent shall have the responsibilities and perform the duties of a supervisor as defined by the San Francisco Public Utilities Lockout/Tagout program

#### **1.05 COORDINATION DRAWINGS AND SUBMISSION**

- A. Prepare coordination drawings before beginning fabrication or delivery of materials and equipment to the job site.
- B. Coordination drawings shall clearly indicate coordination of mechanical, plumbing, electrical, lighting, communication, life safety, instrumentation and controls, conveying systems, equipment installations, structural, architectural, and finish work.
- C. Coordination drawings shall generally be plan view, but three dimensional and elevation views shall be developed as necessary to further investigate conflicts and to coordinate work. Provide dimensions and elevations data.
- D. Coordination drawings shall show layout of work for all trades for purposes of showing overlays, utility services provided to equipment, spatial requirement and availability, spatial clearances, potential conflicts, and coordination of work. The layout shall include existing facilities and planned new work.
- E. Routing shown for pipes, ducts, and conduits on Contract Drawings are shown by graphic symbols only; make runs parallel with lines of building.
- F. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. Conceal pipes, ducts, conduits, and wiring in finished areas, unless otherwise indicated. Coordinate locations of fixtures and outlets with finish elements. Keep copies of coordination drawings at the job site.
- H. Update coordination drawings as necessary.
- I. Provide the City Representative with a record copy of initial coordination drawings, and with revisions to coordination drawings, within 2 working days of completion of each drawing or revised drawing. The City Representative will verify that coordination drawings have been made, but no approval review of these drawings will be made. Include in submission of drawings the names of coordination staff.
- J. When requested by City Representative Concrete Lift drawings shall be provided.

#### **1.06 REQUEST FOR INFORMATION (RFI)**

- A. The Contractor shall review Contract Documents a minimum of 30 calendar days in advance of the work to be executed, and to request information so that the City

will have sufficient time to respond to RFIs prior to the start of actual construction of that part of the work to which the RFI relates, as well as any consequential work affected by the information requested.

B. RFI Submittal Requirements:

1. Separate submittals of RFIs should be used for separate topics.
2. All information required by the RFI transmittal form shall be provided by the Contractor.
3. If the City requires more than 10 working days to review an RFI, the City Representative will inform Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.
4. An RFI shall be rejected if the City Representative determines it is not in compliance with the requirements of the Contract.
5. The City's response to an RFI may be in the form of a Clarification or Field Order.
6. The completed transmittal form with all attachments shall be the written record of each RFI.

C. Additional Electronic-only RFI Submittal Requirements:

1. The Contractor shall submit RFIs to the City Representative electronically.
  - a. All attachments to the RFI transmittal form shall be in PDF format using latest version of Adobe Acrobat.
  - b. Resolution shall be such that finest detail must be legible at full scale on a monitor.
  - c. Attachments that can not be submitted electronically shall be listed in the RFI transmittal and delivered to the City Representative on the same day as the transmittal is made . Any hardcopy or physical attachments shall be submitted with a hardcopy of the RFI transmittal.
2. The City Representative shall provide a response to all RFIs electronically within 10 working days of receipt in accordance with the General Conditions.

D. Uses of RFIs:

1. The RFI shall be used for interpretation or clarification of the Contract Documents only.

2. The RFI form shall not be used for the following. The City will not reply and will reject the RFI:
  - a. Substitution of, or deviation/variance from, contract work.
  - b. Questions relating to construction means, methods, techniques, sequences, procedures, or safety precautions.
  - c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors.
  - d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.
  - e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
  - f. Confirmation of interpretations or clarifications previously provided by the City
  - g. Interpretations or clarifications of the Contract Documents, which can reasonably be derived from a review of the Contract Documents

#### **1.07 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**





**SECTION 01 31 19**  
**PROJECT MEETINGS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

The City Representative will arrange project meetings after consultation with Contractor and will inform the Contractor of the meeting time and location. The Contractor's attendance is required at all meetings.

A. Section includes the following topics with their respective Article Nos. listed alongside:

- |    |                               |      |
|----|-------------------------------|------|
| 1. | Pre-Construction Conference   | 1.02 |
| 2. | Site Mobilization Conference  | 1.03 |
| 3. | Progress Meetings             | 1.04 |
| 4. | Pre-Installation Conferences  | 1.05 |
| 5. | Project-Specific Requirements | 1.06 |

B. Related Documents and Sections:

1. Section 00 73 19 – Health and Safety Requirements
2. Section 01 77 00 – Closeout Procedures

**1.02 PRE-CONSTRUCTION CONFERENCE**

A. After award of the Contract and after the Notice to Proceed Date, but prior to commencement of work, the City Representative will schedule and conduct a pre-construction conference at a time and location selected and arranged with the Contractor.

B. Contractor shall be prepared to review and discuss the Baseline construction schedule and sequence of the Contractor's operations.

1. The conference shall be attended by:
  - a. Contractor and its General Superintendent

- b. All authorized representatives of subcontractors or suppliers whom Contractor may desire to invite or whom the City Representative may request
- 2. The City Representative may invite representatives from the following agencies to attend:
  - a. The Project Team, Operations Representatives, Safety Officer and Contract Compliance Officers.
  - b. The City's Environmental Consultants, as appropriate.
  - c. Utility Companies
  - d. Regulatory agencies
  - e. Other interested agencies.
- C. Agenda may include:
  - 1. Key personnel and organizations involved: Relationships, roles, responsibilities and authorities.
  - 2. Interface with Operations: Coordination of system outages (shutdowns), security, site access, test and start-up activities, and training, among others.
  - 3. Contractor's presentation: Contractor's plans, methods and schedules for accomplishing the contract work.
  - 4. Contract technical requirements: Technical concerns and considerations, including test and start-up requirements, inspection and observations requirements, and requests for substitutions, among others.
  - 5. Safety requirements and considerations including the submittal of the Contractor's Health and Safety Plan ("HASP").
  - 6. Contract compliance requirements: Wage rates, labor reporting and certified payroll records.
  - 7. Contract administration requirements and procedures:
    - a. Correspondence
    - b. Weekly progress meetings
    - c. Progress schedule
    - d. Submittals and Requests for Information
    - e. Requests for Deviation
    - f. Inspections and materials testing

- g. Environmental monitoring
  - h. Permits
  - i. Progress payments
  - j. Modifications and change order work
  - k. Time extension
  - l. Delay
  - m. Record drawings
  - n. Operation and maintenance manuals
  - o. Training
  - p. Warranty
  - q. Contract closeout
- 8. Community relations.
- 9. Distribution of Contract Documents
- D. Minutes of the meeting shall be prepared and distributed by the City Representative within 5 workdays after the conference.

### **1.03 SITE MOBILIZATION CONFERENCE**

- A. The City Representative will schedule the Site Mobilization Conference at the Project site prior to Contractor mobilization.
- B. Attendance Required: Contractor's Project Manager, superintendent, and major subcontractors.
- C. Agenda may include:
  - 1. Use of premises by City and Contractor
  - 2. City's requirements and partial occupancy
  - 3. Construction facilities and controls provided by City and Contractor
  - 4. Temporary utilities provided by Contractor
  - 5. Preconstruction site survey and building layout
  - 6. Security and housekeeping procedures.
  - 7. Schedules

- D. Minutes of the meeting shall be prepared and distributed by the City Representative within 5 workdays after the conference.

#### **1.04 PROGRESS MEETINGS**

- A. The City Representative will schedule, prepare agenda, and record / distribute minutes of progress meetings at weekly intervals.
- B. Attendance Required: Contractor's Project Manager, superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.
- C. Location: To be announced by City Representative
- D. Typical Agenda:
  - 1. Review and approval of minutes of previous meeting
  - 2. Review of work progress since previous meeting
  - 3. Contractor's Schedule, including "Look Ahead" Schedule:
    - a. Review of off-site fabrication and delivery schedules
    - b. Problems which may affect Contractor's Schedule
    - c. Corrective measures to regain Contractor's Baseline schedule
    - d. Revisions to Contractor's Baseline Schedule
  - 4. Coordination Schedules
  - 5. Interface with Operations
  - 6. Safety and Security
  - 7. Review of submittals schedule
  - 8. Review status of Request for Information
  - 9. Review proposed changes for the following:
    - a. Effect on Contractor's construction schedule and completion date
    - b. General status of proposed changes
  - 10. Field observations, problems and conflicts
  - 11. Maintenance of quality standards and field corrections
  - 12. Public affairs
  - 13. Contract compliance

14. Environmental issues
  15. Housekeeping
  16. Status of current progress payment
  17. Other business
- E. Minutes of the meeting shall be prepared and distributed by the City Representative expeditiously after the meeting.

#### **1.05 PRE-INSTALLATION CONFERENCES**

- A. When required in individual Specification Sections, the Contractor shall convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Specification Section.
- C. Provide prior notice to City Representative of meeting date per the Specification Section's advance notification period requirement. Notify City Representative a minimum of 5 workdays in advance of meeting date where notification period is not defined.
- D. The Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within 5 working days after conference to participants, with one copy to the City Representative.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

#### **1.06 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 32 16****CONSTRUCTION PROGRESS SCHEDULE****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section covers scheduling requirements including the requirement for the Contractor to prepare and submit the following:
  - 1. Construction schedule
  - 2. Summary Schedule
  - 3. Monthly Construction schedule updates and associated reports
- B. Related Documents and Sections include the following:
  - 1. Section 00 73 02 – Contract Time and Liquidated Damages
  - 2. Section 01 11 00 – Summary of Work
  - 3. Section 01 29 73 – Schedule of Values
  - 4. Section 01 31 00 – Project Management and Coordination
  - 5. Section 01 31 19 – Project Meetings
  - 6. Section 01 33 00 – Submittal Procedures
  - 7. Section 01 78 23 – Operations and Maintenance Data
- C. For those progress schedule related issues which are not specifically addressed herein, the applicable requirements of General Conditions Section 00 72 00 shall be followed.
- D. For purposes of this contract, the Pre-construction meeting and Contract Service Order preparation meeting shall be considered to have equal and interchangeable meaning. For simplicity, the term Pre-construction meeting shall be used.

**1.02 REQUIREMENTS**

- A. At the Contract Service Order Pre-Construction meeting, the Contractor shall submit to the City Representative bar chart type schedule. Sufficient details shall be included for the identification of major components and pertinent work



subactivities The City Representative will review and provide comments within two (5) calendar days after receipt.

- B. The Contractor shall prepare and maintain computerized Construction Schedule using Microsoft Project (or similar) software. The Contractor shall furnish a Baseline Schedule and Summary Schedule showing in the proposed sequence of activities within 2 days after the Notice To Proceed (NTP),
- C. Depending on the size and complexity of the Contract Service Order this Pre-construction meeting may require up to a full day of participation.
- D. If applicable, the Contractor shall include input from subcontractors and suppliers in the schedule.
- E. The schedule shall include proper logic and adequate durations for all activities including mobilization, submittals, procurement, fabrication, installation, integration, key milestones, testing and start-up, closeout and demobilization.
- F. All activities shall be for a defined portion of the Work, including addressing all Contract milestones and scheduling constraints. Procurement activities and other construction activities may be waived from requirement of paragraph I upon approval of the City Representative.
- G. The City Representative's review and comment or acceptance shall occur within five (5) working days after the Pre-construction meeting. If resubmittal is required, the Contractor shall resubmit within two (2) working days. Once accepted the schedule becomes the current schedule for the project and shall be used to update project progress.
- H. If a Contract Service Order extends past more than one progress payment date, the Contractor shall provide an updated schedule with any application for payment. Failure to do so may result in partial or non-payment of the submitted invoice.
- I. The construction schedule package shall consist of a critical path method (CPM) or bar chart schedule and a written analysis of the Contractor's general sequence of work.
- J. The Contractor's schedule shall begin with the date the City issues the NTP and conclude with the date of Final Completion of the Contract Service Order. The schedule shall use the full Contract Service Order duration.
- K. All costs for the preparation and submittal of the required Schedules as well as updated schedules and requested revisions shall be borne by the Contractor.

### 1.03 BASELINE SCHEDULE

- A. The Baseline Schedule shall utilize the precedence diagramming method or critical path method of network analysis and show a single critical path. The schedule and network diagram(s) shall show activities for:
1. Submittal and review of alternative construction methods or designs including all supporting data thereto, if applicable.
  2. If required, each permit and approval shall be identified in the construction schedule.
  3. Ordering, drawing review, fabrication, and delivery of materials and equipment.
  4. Milestones and construction and scheduling constraints specified in Section 00 73 02 or Contract Service Order.
  5. All submittals required in the contract and their review by the City Representative within the time limits noted in Section 01 33 00. The key submittals should allow a minimum of one resubmittal in the activity duration.
  6. Delivery of operation and maintenance manuals and as-builts to the City.
  7. Adequate time for integration, testing and start-up of security systems and related equipment.
  8. Adequate time for punch list work completion and closeout activities.
  9. Training of City personnel.
  10. Cleaning and demobilization.
- B. Contractor's schedule shall not show or schedule activities on non-work days.
- C. Activities by City and other agencies that could impact progress shall be shown as discussed during Pre-construction meeting. These activities include but are not limited to: approvals, inspections, utility tie-in, City furnished equipment/material.
- D. No activity, contract modification, change order or other activity to justify claimed time shall be added or changed by the Contractor without direction from the City Representative.
- E. The Baseline Schedule shall represent the Contractor's plan of operation to complete the Work defined in the Contract Service Order within the specified Contract Service Order duration and price.

- F. A schedule extending beyond the Contract Service Order duration will not be accepted.
- G. All activities shall be identified in the project schedule according to the category of work which best describes this activity. Category of work refers, but is not limited to, submittals, approvals, procurement, fabrication, delivery, installation, integration, start-up and testing, and close out.
- H. Schedules exhibiting front loaded costs are not acceptable.
- I. Acceptance of the schedule by the City Representative is of general nature only. The acceptance shall not relieve the Contractor from responsibility to do all work as specified by the Drawings and Specifications. The Contractor has sole responsibility for means and methods of executing the Work.
- J. An electronic copy containing all data comprising the schedule shall be submitted with the submittal of the schedule.

#### **1.04 REVISED SCHEDULE**

- A. If the Contractor during the course of the construction desires to make any changes in methods of operating or scheduling, or make any changes to the logic or durations of any activities, the Contractor shall notify the City Representative in writing stating the reasons for the change. Any change to the Schedule in logic, order or sequence of work, duration of activities, etc., shall be discussed in the schedule narrative before it is implemented as a Revised Schedule. A Revised Schedule will not become effective until accepted by the City Representative.
- B. Contract Service Order duration
- C. All revisions to the schedule shall be submitted in writing to the City Representative for review and acceptance.
- D. All completed activities shall be represented with their actual start and finish dates. Activities that are in progress shall be included with their actual start date and proposed completion date.
- E. A separate listing of all activities deleted, changed or added shall accompany the Revised Schedule

#### **1.05 MONTHLY SCHEDULE UPDATE**

- A. The Schedule shall be updated monthly by the Contractor and submitted to the City Representative for review.
- B. Actual start and finish dates shall be updated manually and shall match daily reports.

- C. The Contractor shall, at monthly intervals, evaluate work progress with the City Representative by reviewing actual accomplishments since the previous update.
- D. When requested by the City Representative, the Contractor's update of the schedule may include the following:
  - 1. Actual start and completion dates for each activity
  - 2. Critical path
  - 3. Percentage complete for each activity
  - 4. Anticipated completion time of individual activities and for the entire work effort
  - 5. Description of problem area and proposed resolutions
  - 6. Current and anticipated delaying factors and their impact and proposed resolutions
  - 7. Schedule narrative including explanation of corrective action taken or proposed
- E. The Schedule Update shall be submitted with the monthly Application for Payment on the 25th of each month showing all work in progress and completed as of this status date.

#### **1.06 PROGRESS MEETINGS**

- A. For weekly progress meetings, the Contractor shall submit a Look-Ahead Schedule upon the request of the City Representative. The Look-ahead schedule will cover the remaining Contract Service Order duration, or the upcoming four weeks if the Contract Service Order duration is more than four weeks remain in the Contract Service Order duration: the immediate past week, the current week, and the forthcoming two weeks. This schedule will include all activities which are complete, started, are incomplete or underway, or scheduled to be worked during this three-week time frame.
- B. Contractor shall deliver the Look-Ahead Schedule to the City Representative twenty-four (24) hours prior to the weekly progress meeting when requested by the City Representative.
- C. The Look-Ahead Schedule shall be in a bar-chart format and extracted from the schedule.

**1.07 LIQUIDATED DAMAGES**

- A. The City may assess Liquidated damages if Contractor does not update or submit required Schedules or updates on time as following:
  - 1. For each calendar day of delay, the City may deduct the amount of \$500.00 (Five Hundred Dollars) for each late update or Schedule submission from the Contract amount.

**1.08 ADJUSTMENT OF THE CONTRACT TIME AND CHANGE ORDERS**

- A. Adjustments of Contract Service Order duration due to weather delays, extra work, or any other cause will only be issued through a Contract Change Order and only for causes specified in the Contract Documents.
- B. In the event the Contractor submits a claim for an adjustment of Contract Service Order duration, the Contractor shall furnish detailed justification to the City Representative as deemed necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the Contract.
- C. The progress schedule shall clearly indicate that the Contractor has appropriately and completely used all available time for the work involved in the request.
- D. The Contractor shall not be entitled to additional compensation due to schedule impacts for change order work that extends the Contract Service Order or Contract beyond the scheduled completion date, but not beyond the Contract Service Order duration or Contract Completion Date as specified in the Contract Documents.
- E. Actual delays in activities, which according to the progress schedule, do not affect the critical path work, shall not be the basis for an adjustment to Contract Service Order duration.
- F. The Contractor shall submit, as part of each Change Order Request or Proposed quotation for a Change Order for which the Contractor is requesting an adjustment in Contract Service Order duration, a written time impact analysis showing any activity logic revisions and duration changes for the work in question and its relationship to other activities on the schedule.
- G. If the City Representative accepts Contractor's proposed change in duration, Contractor shall provide a revised schedule in compliance with the requirements of paragraph 1.04 of this Section.
- H. Where the City Representative has not yet made a final determination as to the adjustment of Contract Service Order duration, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Progress Schedule, the

current schedule will be in effect and be updated regularly every month until a Revised Schedule is agreed upon and accepted by the City Representative.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 32 41****SURVEYING****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section establishes general survey requirements for the project.

**1.02 SURVEY REQUIREMENTS**

- A. The Contractor shall retain an experienced surveyor to perform preconstruction survey, survey during construction, and post construction survey.
- B. Surveying work may be performed by licensed or unlicensed surveyors. However, all surveys to establish benchmarks, control points, building grid lines, property or right-of-way lines, and all surveys to be submitted to the City Representative must be performed by a licensed surveyor in the State of California.
- C. Provide field engineering services using recognized engineering survey practices.
- D. Verify locations of control points prior to starting work.
- E. Promptly notify the City Representative of all discrepancies discovered in Contract Documents.
- F. Establish a minimum of one permanent benchmark on site, referenced to established control points. Record location of benchmark(s) with horizontal and vertical data on Project Record Documents.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
1. Site improvements including stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  2. Grid or axis for structures.
  3. Building foundation, column locations, and ground floor elevations.
  4. All other site setting out.
- H. Periodically verify layouts by same means.



- I. The Contractor shall be responsible for providing primary control from existing offsite monument markers and lines with control line and grade. The Contractor shall maintain and preserve all line, grades and benchmarks and provide for all other survey control work. The Contractor shall establish construction control line with hubs every 100 feet prior to construction work. The Contractor shall replace or re-establish hubs missing or displaced during construction at no cost to the City.
- J. The Surveyor shall establish all horizontal and vertical controls for roadways, structures, and utilities.
- K. All survey work including protection, relocation and/or re-establishment of survey points shall be considered as incidental work and no separate payment will be made therefore.

### **1.03 SURVEY CONTROL POINTS**

- A. Control datum for survey is established by the City. City may provide control points or monuments as referenced in the Contract Documents.
- B. All other additional benchmarks, control points, and lines and grades required for the completion of the work shall be Contractor's responsibility.
- C. Contractor to locate and protect survey control points prior to starting site work. Preserve permanent survey points during construction.
- D. Promptly report to the City Representative the loss or destruction of any survey points or relocation required because of changes in grades or other reasons. Replace dislocated or damaged City provided control points and monuments based on original survey control. Make no changes without prior written notice to City Representative.
- E. Maintain a complete and accurate log of control and survey work as it progresses.

### **1.04 SURVEYOR SUBMITTALS**

- A. The Contractor shall submit the following to the City Representative 15 working days, before starting survey work:
  - 1. The name, address and telephone number and state license number of the surveyor.
  - 2. Evidence of the surveyor's errors and omissions insurance coverage in the form of an insurance certificate.
- B. The Contractor's submittal of the Surveyor's deliverables to the City Representative shall include the following for each stage of survey completion

(such as for example, preconstruction survey, survey during construction, and post construction survey):

1. Copy of site drawing, prepared, stamped and signed by the Surveyor
2. Certificate prepared, stamped and signed by the Surveyor, which clearly states that the elevations and locations as defined on the site drawing are in conformance with applicable Contract Documents.

#### **1.05 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 33 00****SUBMITTAL PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section covers the requirements for the processing and review of submittals including submittals schedule and log, presubmittal meetings, shop drawings, product data and samples, and use of submittals.
- B. Related Documents and Sections include the following:
  - 1. Section 00 72 00 – General Conditions
  - 2. Section 01 29 73 – Schedule of Values
  - 3. Section 01 31 00 – Project Management and Coordination
  - 4. Section 01 41 00 – Regulatory Requirements
  - 5. Section 01 32 16 – Construction Progress Schedule
  - 6. Section 01 60 00 – Product Requirements
  - 7. Section 01 25 13 – Product Substitution Procedures
  - 8. Section 01 77 00 – Closeout Procedures
  - 9. Section 01 78 39 – Project Record Documents
  - 10. Section 01 78 36 – Warranties
- C. For those submittal procedures related issues which are not specifically addressed herein, the applicable requirements of General Conditions Section 00 72 00 shall be followed.

**1.02 GENERAL**

- A. Whenever called for in the Contract Documents or where required by the City Representative, the Contractor's submittals shall include but not be limited to schedules, shop drawings, fabrication, layout, installation and erection drawings, catalog cuts, samples, design calculations, vendor operation and maintenance manuals, equipment installation certification forms, data sheets, warranties and

similar items. The costs for preparation and submittal of all of the foregoing shall be included in the Contractor's bid.

1. Submittals, except samples and oversize drawings, shall be transmitted electronically.
  2. Submittals are to be in PDF format using latest version of Adobe Acrobat. Obtain procedure for submittal of electronic submittals from City Representative.
  3. Resolution shall be such that the finest detail must be legible at full scale on a monitor without zooming in, i.e., 1 inch width on 11x17 inch sheet is 1 inch on the monitor.
- B. All Contractor Submittals of professional engineering plans, shop drawings of Contractor-designed components, calculations, and documents prepared by the Contractor or the Contractor's sub-contractor and submitted to the City Representative under the terms of this Contract shall be stamped and signed with the date of signing clearly indicated by a Professional Engineer currently licensed in California. This includes, but is not limited to, Contractor-designed piping appurtenances, micropiles, drilled piers, foundations, and retaining walls in addition to Contractor-designed temporary engineered shoring and scaffolding. With the exception of "interim documents" as described in Section 6735 of the California Business and Professions Code, all submittals of all revisions of Submittals for construction shall include the signatures and seals of those California licensed engineers designated by the Contractor as representing each branch of engineering applicable to the component designed. The Contractor's submittal of interim documents shall include the name and license number of each California licensed engineer employed or subcontracted by the Contractor and that engineer so designated and identified by Contractor as exercising responsible charge during the performance of all engineering services related to the preparation of such Submittals. The required signatures, dates of signing, and seals of such licensed engineers shall be affixed to all Submittals submitted for construction, including the final as-built drawings produced by the Contractor. In addition, the Contractor shall include the required Professional Engineer seal, signature and date of signing on each page of the Contractor's design documents with multiple sheets or pages. The Contractor's Submittals without the required inclusion of clearly legible signatures and California Professional Engineer seals and dates of signing may result in the City's withholding all or a portion of any applicable Progress Payment. As-built drawings and shop drawings for Contractor-designed components submitted without the required inclusion of clearly legible signatures and California Professional Engineer seals and dates of signing may result in the City's withholding of the retention release.
- C. A single City-provided standard submittal transmittal form shall be used for each technical specification section or item or class of materials or equipment for

which a submittal is required. A single submittal covering multiple sections or items will not be acceptable.

- D. The Transmittal Form shall index the components of the submittal and the submittal shall be tabbed to match the components. The index shall prominently indicate the electronic file name and instructions on accessing the file. Submittal components shall be related to specification paragraph and subparagraph, drawing number, and detail number, as applicable. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
- E. Every page in the submittal, including title pages, tables of contents, appendices and attachments, shall be sequentially numbered at the center of the page footer. Each submittal shall be assigned a unique number comprised of sequential numbers, i.e., 1 through x, shall be sequentially numbered. Resubmittals shall receive the same number as the original, but with a lettered suffix, i.e., "Rev. 1" for the initial submittal, "Rev. 2" for the first resubmittal, "Rev. 3" for the second resubmittal and so on. Every page shall bear the submittal number, revision number, and date at the right side of the page footer. The minimum and maximum size sheet of hard copy submittals shall be 8.5 inches by 11 inches and 24 inches by 36 inches, respectively.
- F. Submittals of product data from a manufacturer shall be clearly marked to identify the proposed model and all pertinent data including materials of construction, capacities, dimensions, clearances, diagrams, controls, connections, appurtenances, anchorage and supports.
- G. Submittals that are combined, incomplete, or disorganized submittals or otherwise unsuitable for review by the City Representative, not listed in the Contractor's Submittal Log, or are from sources other than the Contractor will be marked as "REJECTED" and will be returned to the Contractor without review.

### **1.03 DEFINITIONS**

- A. "Shop drawings" are drawings, diagrams, schedules, and other data specially prepared for the work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work.
- B. "Product data" are illustrations, specifications, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.
- C. "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- D. Shop drawings, product data, samples, and similar submittals are not Contract Documents. Their submittal provides details of materials and equipment necessary to conform to the requirements of the Contract Documents.

- E. Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, and amplify design details of mechanical and electrical equipment in proper relations to physical spaces in the structure.
- F. The term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- G. "Manufacturer's instructions" shall mean the manufacturer's written instructions on the use or application of the product under conditions similar to those at the job site.
- H. "Work description" is a detailed description of the means, methods, tools, equipment, materials, sequence, and any other pertinent information about performance of work.
- I. "Subcontractor qualifications" is a detailed statement of the sub-contracting entity or personnel scheduled to perform work including general description of qualifications, representative list of applicable projects, number of years experience, and references complete with contact persons and their telephone numbers. Refer to General Conditions Section 00 72 00 for requirements regarding submittal of subcontractor qualifications.
- J. "Field sample" is a sample made available at the Contract site to demonstrate the final technique, finish, and construction quality by which the work will be judged.

#### **1.04 REQUIREMENTS**

- A. The Contractor shall submit a Submittal Log to the City Representative as specified in Article 1.05, herein.
- B. The Contractor shall make submittals other than schedules far enough in advance of scheduled installation dates to allow time for review and possible revision. The log shall allow the City Representative 21 calendar days for each submittal review, or revision review.
  - 1. To ensure a compliant and complete submittal package, the Contractor shall review and coordinate each submittal with other submittals, the Baseline schedule, testing, procurement, fabrication, delivery and similar sequential activities. All submittals shall be included as activities in the Contractor's Baseline schedule and Submittal Log.
  - 2. The Contractor shall be responsible for changes made necessary by the Contractor's failure to coordinate submittals in a complete and timely manner.
- C. Only Submittals made by the Contractor will be reviewed.

- D. The Contractor shall make submittals in groups containing all associated items as complete packages of information for review. The City Representative will reject partial submittals.
1. The Contractor shall provide coherent and organized submittal packages in a three-ring binder with table of contents and tab sheet for each system. Tab sheet shall include a list of material and equipment furnished and shall provide ample space for the City's review stamp and comments.
  2. The City Representative reserves the right to withhold action on submittals requiring coordination with other submittals until related submittals are furnished.
- E. All submittals shall be reviewed, stamped, and approved by the Contractor prior to forwarding them for City Representative's review.
1. By approving, stamping and submitting shop drawings, product data, and samples, the Contractor represents that it has determined and verified dimensions, materials, field measurements, and related field construction criteria, and that it has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
  2. When professional certification of performance criteria of materials, systems or equipment is submitted, submittal shall be stamped and signed by the responsible design professional with California license number and date of signing, representing that the City could rely upon the accuracy and completeness of such calculations and certifications.
  3. The stamped and signed pages shall be scanned and included in the submittal, and the Contractor shall retain the original stamped and signed documents and be prepared to furnish them at the request of the City Representative.
- F. No portion of the work requiring submission of a shop drawing, product data, work description, subcontractor qualification or sample shall commence until the submittal has been reviewed and accepted by the City Representative. All such portions of the work shall be executed in accordance with accepted submittals.
- G. No change shall be made by the Contractor in any submittal after it has been accepted by the City Representative. If such a change should be necessitated by changed conditions or a Contract Change Order after a submittal has been accepted by the City Representative, the original submittal shall be void and the Contractor shall submit a new submittal which will provide for the conditions of the change.



- H. If the submittal shows any variation from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of each variation in its submittal.
- I. The City Representative will review the Contractor's submittals only for general conformance with the design concept of the Project and general compliance with the requirements of the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
- J. The City Representative's review of Contractor's submittals shall not relieve the Contractor of the obligations to comply with the requirements of the Contract Documents. The City Representative's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The City Representative's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- K. If the Contractor makes a submittal which is not required to be submitted, the City Representative will not review such submittal. The Contractor shall execute the work in accordance with the Contract Documents.
- L. The Contractor shall submit a minimum of 8 copies of each submittal for the City Representative's review. A total of 3 copies will be returned to the Contractor for its use and for the use of its subcontractors, suppliers, and vendors. If the Contractor requires additional copies it shall reproduce them at its own cost.

#### **1.05 SUBMITTAL SCHEDULE AND SUBMITTAL LOG**

- A. The Contractor shall prepare a Submittal Log in a format acceptable to the City Representative, integrating it with or as a by-product of the Contractor's Baseline Schedule, and shall submit it to the City Representative simultaneously with the Baseline Schedule, whichever is earlier. The Submittal Log shall list each submittal required by the Contract, the specification section number and the planned submittal date.
- B. The Contractor shall include all submittals in the Baseline Schedule.
- C. In preparing the Submittal Log, the Contractor shall first determine from the Baseline Construction Schedule the date the particular item related to a particular system is needed for the work. The Contractor shall schedule the submittal to provide sufficient time to process the submittal and one re-submittal, as well as procurement, fabrication, factory testing, shipment, and similar items.
  - 1. The Contractor shall anticipate and allow 21 calendar days for the City Representative's review of the submittal and anticipate that an incomplete, inadequate, or incorrect submittal will require resubmission.

2. If more than one resubmittal is required, the costs of reviewing the extra resubmittals will be deducted from progress payments due to the Contractor. Such costs shall include the City's costs and the City's consultant fees.
- D. The Contractor shall submit the Submittal Log, with current status information, monthly with the Baseline Schedule update and at any time the Baseline Schedule is revised. Contractor shall provide two copies of the Submittal Log.
- E. The Contractor shall be solely responsible for scheduling of submittals. No extension of Contract time will be granted for untimely submittals or required re-submittals.
- F. Delays in the work caused by the need for re-submittal or by submission of incorrect or insufficient data will not constitute reason for an extension of Contract time or cost.
- G. For weekly progress meetings, the Contractor shall submit a stand-alone, Look-Ahead Submittal Schedule. This submittal schedule will cover four weeks: the immediate past week, the current week, and the forthcoming two weeks. The Look-Ahead Submittal Schedule shall be delivered to the City Representative 24 hours prior to the weekly progress meeting.

#### **1.06 PRE-SUBMITTAL MEETINGS**

- A. For complex and/or long lead time mechanical and electrical equipment the Contractor shall plan for and schedule pre-submittal meetings with the City Representative. The purpose of the meetings is to review the contractual requirements and to respond to questions prior to making the submittal so that the initial submittal has a greater likelihood of being approved without need for resubmittal.
- B. The meetings shall be attended by the City Representative, Contractor, pertinent subcontractors and the vendor/supplier/manufacturer. In the case of vendors/suppliers/manufacturers who are located remotely from the job site, these parties may participate in the meeting by conference call.
- C. Minutes of Meeting documenting resolution of issues and action items shall be included with the submittal.

#### **1.07 PROCEDURES**

- A. With the exception of samples and oversized documents such as drawings, all submittal packages shall be delivered using the Transmittal Form. Six copies of each sample or oversized document shall be submitted on the same day the transmittal is sent, along with a hardcopy of the transmittal form.

1. The Contractor shall coordinate with the City Representative regarding media, file format, operating system and other issues prior to the first transmittal of electronic submittals.
  2. All electronic submittals will be in the most current version of Adobe Acrobat (PDF), using bookmarks in addition to a table of contents and hyperlinks to referenced documents. Acrobat files shall be saved with such security measures as to protect them against modification without tracking, but to allow comment. Alternative electronic formats (e.g., JPEG, Microsoft Word, or Excel) may be used only with the City Representative's approval of a written request. The City Representative may request a submittal to be made in the original application (e.g., calculations in Microsoft Excel) or in hardcopy in addition to Adobe Acrobat to facilitate review and approval. The Acrobat file shall take precedence over the formats and its submission date shall be recorded as the date of the submission of the submittal.
  3. In the event that the submittal's electronic file is corrupt or is inaccessible for any other reason, the submittal shall be considered delayed by the Contractor. All elements of the submittal, enumerated below, shall be capable of being downloaded and printed in the format described in the applicable paragraph.
  4. External electronic documents such as drawings and calculations shall be listed in the attachments field of the Transmittal Form and shall be attached.
  5. E-mail: Submittals shall not be transmitted via e-mail.
  6. Any document bearing an embossed stamp, original signature, or other marking determined to be of legal status shall be scanned showing the marking for inclusion in the electronic submittal. The Contractor shall retain the original and provide it at the request of the City Representative.
- B. Identification: Identify submittals with the following information (material submittals will be physically marked with indelible ink):
1. Project name and location
  2. Submittal Number.
  3. Product identification or shop drawing title, number, revision, and date as applicable. Where product data contain more than one product, model, selection, etc., clearly mark and identify the information intended to be reviewed by City Representative.
  4. Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and

coordination of information are in accordance with the requirements of the work and Contract Documents. Indicate any items that do not conform to the Contract requirements.

5. Where multiple Specification sections govern any portion of the work or where multiple trades are involved in any portion of the work (e.g., steel, mechanical and electrical items embedded in concrete), indicate all pertinent Specification sections in its submittal identification.
6. Reference to [Contract] Drawing or Specification section as applicable.
7. Revise any resubmittals as required and identify all changes made since previous submittal.
8. No submittal will be processed unless all requested information is completed.

C. Packaging of Non-Electronic Submittals:

1. Submittals shall be wrapped or packaged to prevent damage during delivery.
2. Reproducible drawings shall be rolled and not folded.

## **1.08 SHOP DRAWINGS**

- A. Each shop drawing submitted shall be sized for printing as follows:
  1. Maximum sheet size: 34" x 22" (D size) with a 1" border and a 2" binding edge to the left of the border on the short side of the sheet.
  2. Minimum sheet size: 8-1/2" x 11" with 1/4" border on three sides and 1/2" binding edge on the long side.
- B. The City Representative will scan and return the appropriately stamped drawings to the Contractor after review and approval.
- C. If the shop drawings are not accepted, the marked-up copy will be scanned and returned to the Contractor with the City Representative's review comments included on the Transmittal Form or attached as a separate electronic document.
- D. The Contractor shall clearly identify and provide explanation of changes made by Contractor on the resubmitted shop drawings.

## **1.09 PRODUCT DATA**

- A. In order to submit product data electronically, the Contractor shall use Adobe Acrobat to create or edit an electronic file for submittal. Adobe Acrobat markup

tools may be used to identify pertinent information by highlighting the information or marking out inapplicable information.

- B. Product data and manufacturer's standard drawings submitted for review shall show only the pertinent information.
  - 1. Identify the pertinent information by circling it with black ink pen or by crossing out the inapplicable information with black ink pen.
  - 2. Any submittal which contains information not clearly identified for review will be rejected and returned to Contractor for resubmission.
- C. The Contractor shall submit instrument data sheet to be used for programming, testing and calibration.

#### **1.10 SAMPLES**

- A. Submit three samples unless otherwise specified; after review, one sample will be returned to Contractor.
- B. Furnish samples in the following sizes, unless otherwise specified:
  - 1. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
  - 2. Linear Products: Minimum 6 inches long, maximum 12 inches long.
  - 3. Bulk Products: Minimum 1 pint, maximum 1 gallon for liquids; minimum 1 pound, maximum 3 pounds or minimum 1 cubic foot, maximum 1 cubic yard, as applicable for solids.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Submit samples of finishes in custom colors selected, textures, and patterns for the City Representative's selection.
- E. Include identification on each sample, with full Contract information.

#### **1.11 MANUFACTURER'S INSTRUCTIONS**

- A. When required by the Specifications or by the City Representative during submittal reviews, the Contractor shall submit in scanned electronic format as specified the manufacturer's printed instructions for delivery, storage, assembly, installation, start-up adjusting, field testing and finishing.
- B. The Contractor shall identify conflicts between manufacturer's instructions and Contract Documents.

- C. The Contractor shall maintain copies of manufacturer's installation instructions and recommendations in Contractor's field office for review, regardless of whether such submittals are requested.

## **1.12 MANUFACTURER'S CERTIFICATES**

- A. The Contractor shall submit Manufacturer's Certificates (also known as Equipment Installation Certification Forms) in the scanned electronic format specified in this specification.
- B. The City Representative will retain certificates; no approval reply is intended.
- C. The certificate shall state that:
  - 1. The equipment or system has been:
    - a. installed in accordance with the manufacturer's recommendations,
    - b. inspected by a manufacturer's authorized representative, and
    - c. serviced with the proper initial lubricants.
  - 2. Applicable safety equipment has been properly installed.
  - 3. The equipment has been properly anchored and proper electrical and mechanical connections have been made.
  - 4. The equipment is ready for startup.
  - 5. Proper adjustments have been made and that the equipment or system is ready for plant startup and operation.
  - 6. The form shall be signed by the Contractor and the duly authorized equipment vendor or representative.
- D. Manufacturer's certificates may be submitted electronically as scanned Adobe Acrobat documents.

## **1.13 ACTION AND DISTRIBUTION**

- A. After review of the submittal, the City Representative will return the submittals indicated as "NO ACTION TAKEN," "NO EXCEPTIONS TAKEN," "MAKE CORRECTIONS NOTED," "REJECTED," or "REVISE AND RESUBMIT."
  - 1. When "NO ACTION TAKEN" or "NO EXCEPTIONS TAKEN" is indicated, the Contractor is advised that fabrication, manufacturer, or construction may proceed, providing it complies with the Contract Documents.

2. When “MAKE CORRECTIONS NOTED” is indicated, the Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with the City's notations and the Contract Documents.
  3. When “REJECTED” or “REVISE AND RESUBMIT,” is indicated no work shall be fabricated, manufactured, or constructed until the submittal is acceptable. The Contractor shall make a new submission in accordance with the specified procedures.
- B. The Contractor shall make additional copies of the accepted submittals and shall within 3 calendar days from date of receipt distribute one copy to its subcontractors, vendors, or manufacturers as applicable. Copies shall be made from the accepted copy bearing the City Representative’s stamp of acceptance.

#### **1.14 USE OF SUBMITTALS**

- A. Work shall be fabricated, constructed, and furnished in accordance with the acceptable submittals. One copy of such acceptable submittals shall be kept at the job site.
- B. The Contractor shall not use submittals or submittal materials in the work.

#### **1.15 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 35 43****ENVIRONMENTAL PROCEDURES****PART 1 – GENERAL****1.01 SCOPE OF WORK**

- A. All materials, installation, and construction shall conform to Paragraph 3.20 of the General Conditions (Section 00 72 00).
- B. 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.
- C. Contractor is subject to and shall implement the SFPUC Standard Construction Measures (July 2015). The SFPUC Standard Construction measures are incorporated by reference. Use the following internet link to download this document before submitting a bid:  
<https://sfpuc.sharefile.com/d-s815685bc4324cb4b> *(Note: Pages 1 and 2 are internal to SFPUC and are not provided.)*
- D. City approval of the plans to be submitted pursuant to this section do not relieve the Contractor from responsibilities for complying with the underlying local, state, and/or federal regulation and requirements, nor should an approved plan relieve the Contractor from errors or omissions of the plan.

**1.02 RELATED DOCUMENTS AND SECTIONS**

- A. Section 00 72 00 – General Conditions
- B. Section 00 73 73 – Statutory Requirements
- C. Section 00 73 00/APA – Appendix A: Permits and Agreements to be Obtained by the City
- D. Section 00 73 00/APB – Appendix B: Permits and Agreements to be Obtained by the Contractor
- E. Section 00 73 25 – Archaeological Conditions
- F. Section 01 33 00 – Submittal Procedures
- G. Section 01 41 00 – Regulatory Requirements



- H. Section 01 57 14 – Construction Site Runoff Control Requirements
- I. Section 01 74 50 – Construction and Demolition Debris Recovery Plan

### 1.03 REFERENCES

- A. Statutory Exemption Case# 2021-008765ENV
- B. San Francisco Municipal Code at: [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/)
- C. Dust Control Requirements (San Francisco Health Code, Article 22B). Details at <https://www.sfdph.org/dph/EH/Air/Dust.asp>
- D. Clean Construction Requirements for Public Works (San Francisco Administrative Code, Chapter 6, Section 6.25 and Section 6.67, San Francisco Environment Code, Chapter 4: Section 426 Clean Construction Assistance and Reporting and Chapter 25). Details at: <https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>
- E. Construction Site Runoff Control Requirements (San Francisco Public Works code, Article 4.2). Details at <https://sfwater.org/index.aspx?page=235>
- F. Regulation of Noise (San Francisco Police Code, Article 29).

### 1.04 DEFINITIONS AND ABBREVIATIONS

- A. Active nests: Nests that contain eggs, chicks, or where raptors are displaying reproductive behavior.
- B. Best Management Practices (“BMP”)
- C. Construction Limit: Area to which Contractor shall confine work activities
- D. Sensitive Resources: San Francisco Bay, biological species, cultural resources, or other resources that are to be protected from construction activities.
- E. Specialty Environmental Monitor: City Representative who will monitor sensitive resources protection or conduct surveys within an area of expertise (e.g., archaeological, historical, biological, paleontological, noise) where required during construction.
- F. Standard Construction Measures (“SCM”): The City has established Standard Construction Measures that are contained in the project’s Categorical Exemption Determination. As applicable, Contractor related measures are included in this section.

**1.05 SUBMITTALS**

- A. General – Contractor shall make submittals in accordance with Section 01 33 00.
- B. Site Erosion Sediment Control Plan (ESCP) - Contractor shall submit plan pursuant to Section 01 57 14 – Construction Site Runoff Control Requirements

**1.06 QUALITY ASSURANCE**

- A. City Representative will inspect and monitor Contractor's adherence to the requirements specified herein and will report on Contractor's compliance.
  - 1. Said inspection, monitoring, and reporting activities may include, but are not limited to, qualitative, quantitative and photographic observations and data collection on the impacts of noise, vibration, air quality, traffic, street pavement damage, water quality, cultural resources, biological resources, and hazardous materials.
  - 2. Contractor shall cooperate with such inspection and 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.
- B. City Representative will issue a Non-Compliance Notice to the Contractor for any detected non-compliance with the provisions herein or of any environmentally objectionable acts and the corrective action to be taken.

**1.07 ACCOUNTABILITY AND REMEDIAL ACTION**

- A. Contractor shall be held responsible for any damage resulting from Contractor operations, to natural vegetation, wildlife, cultural resources, waters of the State (including storm drains) and United States and water quality, and any other environmental resources located either outside the construction limits as shown in the Contract Documents or inside the construction limits but clearly marked by City on the Drawings or in the field to be avoided.
- B. Damage to such resources can result in monetary fines, requirements for restoration of or compensation for damage, additional environmental training, or stoppage of Work. Any costs or fines shall be paid by the Contractor.

**1.08 CHANGE REQUESTS AFFECTING ENVIRONMENTAL REQUIREMENTS**

- A. Should Contractor submit a Change Order Request (“COR”) or propose some other type of change that may affect or propose modifying some aspect of the Project’s environmental requirements (i.e., permit requirements), the City Representative will conduct a preliminary review of such COR or change proposal to determine if any additional or new environmental authorizations are required. Such change requests may be approved, approved with conditions, or

denied based on various factors. Implementation of such changes shall not occur until City issues written approval.

- B. Requests that may require concurrence from the San Francisco Planning Department, the Lead Agency for implementing the California Environmental Quality Act (CEQA), include but are not limited to the following types of requests:
  - 1. Request for use of extra workspace to store spoil, materials, or equipment outside of approved construction work limits.
  - 2. Request to work outside of allowable work areas.

## **1.09 ENVIRONMENTAL TRAINING PROGRAM**

- A. All Contractor and subcontractor personnel shall attend an up to 15-minute environmental training conducted by the City Representative prior to accessing or performing work in the project construction work limits.
- B. The training will review general environmental protection requirements and include a copy of the San Francisco Planning Department's archaeological resource "ALERT" sheet.
- C. Upon completion of training, Contractor personnel and their subcontractors shall sign an agreement acknowledging their intent to conform to the environmental measures addressed in the training program and display an environmental training hard hat decal at all times when working within the project work limits (to be provided by the City Representative after completion of the training).
- D. City Representative may require Contractor personnel to attend additional environmental training in response to Contractor non-compliance.

## **PART 2 – EXECUTION**

### **2.01 TIMING AND SCHEDULE RESTRICTIONS**

- A. Construction hours shall be between the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, unless otherwise approved by the City Representative. Any night work (after 8 p.m.) requires prior approval from the City Representative and noise during these hours shall not exceed 5 dBA above ambient unless otherwise approved.
- B. Notices: Provide four (4) weeks notice to the City prior to mobilization to the site. Provide a second notification a minimum of two (2) weeks ahead of commencing with initial ground-disturbance activities.

**2.02 SEISMIC AND GEOTECHNICAL [SCM #1]**

- A. Project design addresses seismic and geotechnical conditions. Contractor shall demonstrate that any COR from the specifications would not result in safety and reliability risks due to seismic and geotechnical hazards.

**2.03 AIR QUALITY AND GREENHOUSE GAS EMISSIONS [SCM #2]**

- A. Contractor is informed that criminal and/or civil penalties may be imposed on any person who violates any rule, regulation, permit or Order of the California State Air Resources Board or County Air Pollution Control District that is adopted to control and contain air emissions.
- B. Contractor shall comply with the California Air Resources Board (CARB) Off-Road Diesel Vehicle Regulation to reduce diesel particulate matter (PM) and oxides of nitrogen (NOx) emissions.  
<http://www.arb.ca.gov/msprog/ordiesel/documents/finalregorder-dec2011.pdf>
- C. Use the minimum practical engine size for construction equipment.
- D. When feasible, use alternative fuel or electrical construction equipment.
- E. Gasoline-powered equipment shall be equipped with catalytic converters, where feasible.
- F. Contractor shall comply with the San Francisco Clean Construction Requirements for Public Projects (Chapter 25 of the San Francisco Environmental Code). Project is located outside the Air Pollutant Exposure Zone as identified by the City of San Francisco, Department of Public Health. [As per Section 00 73 73 – Statutory Requirements, applicable requirements are:](#) Contractor shall only utilize off-road equipment with off-road engines that meets or exceeds Tier 2 standards or that operates with the most effective Verified Diesel Emissions Control (VDEC) as certified by the California Air Resources Board (ARB) and such equipment shall be fueled by biodiesel fuel grade B20 or better. Alternatively, Contractor can use Tier 4 equipment.
- G. Contractor shall properly maintain and tune equipment in accordance with manufacturer specifications.
- H. Contractor shall limit idling to five minutes at any location, except as provided in exceptions to the applicable state regulations regarding idling (e.g., traffic conditions, safe operating conditions). If within 100 feet of a school zone idling times shall be limited to 30 consecutive seconds.
- I. Contractor shall comply with the dust control requirements of Article 22 of the San Francisco Health Code, which establishes a goal of “No Visible Dust Emissions”. Visible Emissions means any particulate matter that is visually

detectable without the aid of instruments other than corrective lenses. Contractor shall at a minimum:

1. Plan and execute the work in such manner as to minimize the area of excavation, grading, and other dirt disturbing construction activities to less than one half acre at any one time.
  2. Limit the area subject to excavation, grading, and other demolition or construction activities at any one time.
  3. Minimizing the amount of excavated material or waste materials stored at the site. Cover any inactive (no disturbance for more than seven calendar days) stockpiles greater than ten cubic yards or 500 square feet of excavated materials, backfill material, import material, gravel, sand, road base, and soil with a 10 mil (0.01 inch) polyethylene plastic of equivalent tarp and brace it down or use other equivalent soil stabilization techniques. The use of chemical dust suppressants requires prior approval by the City Representative.
  4. Install dust curtains, plastic tarps or windbreaks, or planting tree windbreaks on the property line on windward and down windward sides of construction areas, as necessary,
  5. Wet sweep or vacuum (with water sweepers) the streets where work is occurring and the surrounding streets, sidewalks, paths, and intersections where work is in progress at least three times per shift, including at the end of each workday. If track out is not controlled (see Section 1.4 for track out control measures), City Representative may require installation of wheel washers.
  6. Water exposed, unpaved surfaces as necessary to prevent dust from becoming airborne. Increased watering frequency may be necessary when wind speeds exceed 15 miles per hour.
    - a. Reclaimed water must be used if required by City Ordinance # 175-91, Article 21, Section 1100 et seq. of the San Francisco Public Works Code. If required but Contractor seeks to use potable water, a waiver must first be granted by the City Representative. If not required, reclaimed water shall be used whenever possible.
- J. Tightly cover with tarpaulins or other effective covers all trucks hauling soil, sand, and other loose materials before the trucks leave the loading area. Wet prior to covering if needed.
- K. Limit the speed for vehicles entering or exiting construction areas to no more than 15 miles per hour.

- L. Halt excavation, grading, and other construction activities when winds speeds exceed 25 miles per hour.
- M. If the City Representative observes that visible dust is occurring and crossing the construction site limits on a regular basis (more than two times on any one day), the Contractor will be asked to perform daily monitoring, three times per day for PM10 at its own expense. Monitoring shall be performed pursuant to the San Francisco Department of Public Health's Monitoring Guidelines for SFHC Article 22B at <https://sfpuc.sharefile.com/d-sadc47f41ec148ce8> and the below action level:

1. PM10 Action Levels

PM 10 Concentration	Required Action
50 ug/m <sup>3</sup> Daily Average	Review work procedures for conformity with dust control measures. Implement additional measures as needed to prevent future exceedences of the 50ug/m3 level.

## 2.04 HYDROLOGY AND WATER QUALITY [SCM #3]

- A. Contractor shall comply with the San Francisco Construction Site Runoff Control requirements (Article 4.2 of the Public Works Code). All construction sites, regardless of size, must implement BMPs to prevent discharge of sediment-laden stormwater and any other construction products and materials into the combined or separate sewer systems. As this Project will disturb greater than 5,000 square feet, Contractor shall prepare a site-specific Erosion and Sediment Control Plan and obtain a permit from the SFPUC. See requirement details in Section 01 57 14 – Construction Site Runoff Control Requirements.
- B. Contractor may only use cold patch asphalt for smoothing around trench plates. Contractor shall not use cold patch asphalt in any way to prevent stormwater from entering the work area or to intercept and direct stormwater around the work area.
- C. Contractor shall install measures for track-out prevention measures at all entry and exit points, such as rock, a rumble plate, a wheel wash system, or other measures. Track-out controls are to be cleaned, maintained and replaced to keep their use effective for the project duration. Visible track-out on the paved public road must be cleaned daily.
- D. All erosion control materials shall be certified, weed-free and shall be free of plastic monofilament netting or mesh.
- E. Contractor shall inspect, maintain, and repair all erosion and sediment controls installed and remove any that are not biodegradable upon project completion.

- F. The washing out of concrete trucks into the sewerage system or into the excavation is not permitted.

## **2.05 TRAFFIC AND CIRCULATION [SCM #4]**

- A. Contractor shall comply with all federal, state, local, and any governing authority regarding their construction traffic operations.
- B. Contractor shall implement traffic control measures that are, at a minimum, consistent with the requirements of the San Francisco Municipal Transportation Agency (SFMTA)'s Blue Book.
- C. Contractor shall at a minimum:
  - 1. Maintain at least one travel lane for through traffic, unless a detour has been.
  - 2. Provide access to private driveways at all times.
  - 3. Install protective barriers to separate staging and work areas from vehicles, pedestrians, and bicyclists.
  - 4. Provide advance "Road Work Ahead" warning signs and signs directing vehicles, pedestrians, and bicyclists around staging and work areas, indicating any detours.
  - 5. Coordinate any temporary rerouting of transit vehicles or relocation of transit facilities with the applicable transit agency and coordinate with emergency services.
  - 6. Work with City Representative to disseminate project information to the public regarding upcoming traffic lane closures and detours.
  - 7. Contractor shall restore roads to normal operations at the end of each work day, with all trenches covered with steel plates, unless other agreement is arranged with the City and applicable local agency.

## **2.06 NOISE AND VIBRATION [SCM #5]**

- A. Contractor shall comply with the City Noise Regulations for construction (San Francisco Police Code, Article 29), which limits noise from any one piece of equipment to 80 dBA as measured at a distance of 100 feet (or 86 dBA at 50 feet) between the hours of 7:00 a.m. to 8 p.m., seven days a week.
  - 1. Exceptions to this requirement include impact tools and equipment, pavement breakers and jackhammers. However, these shall be equipped

with acoustically attenuating shields, or shrouds to best accomplish maximum noise attenuation.

- B. Work outside of these hours is subject to prior approval by the City Representative and subject to the additional noise limits for work after 8 p.m.
- C. Contractor shall use best available controls techniques including mufflers, intake silencers, ducts, engine enclosures and acoustic attenuating shields or shrouds for all construction equipment, trucks and tools and use electric-powered rather than diesel-powered construction equipment, when feasible.
- D. If a complaint is received, the Contractor shall notify the City Representative immediately.
  - 1. Contractor shall begin measuring the construction noise level at the site boundary nearest where the noise complaint originates within 24 hours to determine if noise is exceeding the speech interference threshold. Contractor shall use a Type 1 sound level meter monitor.
  - 2. Contractor shall work with the City to identify the source of the complaint (e.g., unusually noisy method, broken muffler, emergency repair) and Contractor shall identify and implement corrective actions to reduce noise to within the noise ordinance limits. Corrective actions may include the use of quieter construction methods, the use of hydraulic or electric-powered impact equipment, the use of acoustically attenuating shields or shrouds, and other measures as identified by the Contractor. Contractor shall not resume work before correcting the conditions that cause excessive noise as deemed acceptable by the City Representative.

## **2.07 HAZARDS AND HAZARDOUS MATERIALS [SCM #6]**

- A. Contractor shall adhere to all local, state, and federal regulations related to the use, transport, handling, and disposal of hazardous materials.
- B. Contractor shall prevent oil, grease, fuel, solvents, and other hazardous or toxic materials from leaking into the ground, co-mingling with stormwater, or entering storm drains, sewers, or surface waters.
- C. Contractors that have a hazardous material, or a mixture containing a hazardous material, in a quantity equal to or greater than 55 gallons, 500 pounds, or 200 cubic feet at standard pressure or temperature at any one time in the year, need to comply with Article 21 of the San Francisco Health Code.
- D. Contractor shall 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 and portable equipment such as generators and pumps. Manufactured berms for secondary containment such as ENPAC Snap Wall Containment Berm, the ENPAC® Stinger Berm™, the CONDOR Spill Containment Berm, the ULTRATECH Economy Model Berm, the BLACK



DIAMOND Snap-Up Containment Berm or, contained as approved by the City Representative, equivalent constructed secondary containment with berms and lined with a material resistant to the properties of the hazardous material being used.

- E. Contractor shall maintain hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly and dispose those types of materials in a lawful manner.
- F. Known carcinogenic materials in any form or application shall not be used in the construction of this project.
- G. Contractor shall keep all debris, hazardous/contaminated material, surplus concrete and excavated materials off the roadway and sidewalks at all times.
- H. Contractor shall keep construction vehicles and equipment clean, do not allow excessive build-up of oil or grease.
- I. Contractor shall check construction vehicles and equipment daily at startup for leaks, provide secondary containment for any identified leaks, and repair any leaks immediately. City Representative may require Contractor to remove equipment from the job that continuously leaks at no cost to the City.
- J. No vehicles or equipment refueling or maintenance shall take place within 50 feet of sewer or storm drains. Contractor shall collect any fluid drained from vehicles, equipment or machinery during servicing in leak-proof containers and deliver to an appropriate disposal or recycling facility.
- K. Spill Control, Prevention, and Countermeasures
  - 1. Contractor shall establish procedures to respond to spill of hazardous materials.
  - 2. Contractor shall maintain a fully stocked spill kit(s) at the project site for immediate deployment.
  - 3. When feasible, Contractor shall immediately contain spills and properly dispose of contaminated soils and associated clean-up materials. Contractor shall clean-up leaks immediately and dispose of leaked materials properly.
  - 4. Contractor shall have **hydrocarbon detection strips onsite to screen for presence of hydrocarbons in water such as or equivalent to those available at: <https://www.ciagent.com/wastewater-dewatering-and-filtration/hydrocarbon-detection-strips-oil-testing/>.**
  - 5. Reporting: In the event of a reportable spill, the Contractor shall notify the City Representative and provide information such as but not limited to

source of spill, type of material(s) spilled, any sampling implemented, and clean-up measures. City Representative will notify other applicable agencies in accordance with the California Office of Emergency Services (<http://www.calema.ca.gov/HazardousMaterials/Pages/Spill-Release-Reporting.aspx>) and U.S. Environmental Protection Agency (<http://www.epa.gov/superfund/policy/release/rq/>).

- L. It is the Contractor's responsibility to test for hazardous materials. If hazardous materials are found in soil or groundwater, it is the Contractor's responsibility to treat, contain, and remove the material. If contaminated soils are encountered during construction activities, the Contractor shall notify the City Representative and shall characterize and appropriately treat, contain, and remove any material to avoid adverse exposure to people or the environment in accordance with Section 02 81 10 - Environmental Management of Excavated Materials.
- M. Recycled AB may be used as a road subbase but shall not constitute any final road or other project surfaces.
- N. Contractor shall take all necessary precautions to prevent fires while performing the work and shall be responsible for all damage from fire caused directly or indirectly by his own activities or those of his employees or subcontractors. At a minimum, provide spark arresters for all internal combustion engines employed at the site and maintain temporary fire protection equipment in accordance with Cal/OSHA Section 1910 and 1933, including but not limited to portable fire extinguishers within three (3) meters of welding and cutting operations and locations where flammable or combustible liquids are stored. Smoking shall only occur in unvegetated areas designated by the City Representative. The Contractor shall obtain, pay for, and keep current a Flammable/combustible material storage permit from SFFD.

## **2.08 BIOLOGICAL RESOURCES [SCM #7]**

- A. Construction Limits: Contractor shall confine all construction equipment to designated work zones.
- B. Contractor shall dispose of all food-related trash items (e.g., wrappers, cans, bottles, food scraps) in closed garbage containers. All garbage shall be picked up from the site daily. Garbage containers shall be removed regularly from the project site. Construction personnel shall not feed or otherwise attract wildlife to the project area.
- C. No pets or firearms shall be allowed in the construction limits.
- D. Migratory birds and raptors

1. Contractor shall remove trees between the non-nesting season, September 1 through March 31 to the extent feasible.
  - a. Notification: Contractor shall provide no less than 14 business days notice prior to removing trees if trees will be removed between February 1 and August 31 to allow the City Specialty Monitor to inspect trees for active nests of migratory birds and raptors.
2. Work shall be performed in a manner that complies with the Migratory Bird Treaty Act (MBTA) and California Department of Fish and Game Code Section 3503, 3503.5, and 3513 (in addition to the Federal Endangered Species Act and California Endangered Species Act for listed birds).
3. Contractor shall be responsible for passively deterring birds from establishing active nests within the work area during construction, including on equipment. Methods for doing so may include, but are not limited to, installing bird deterrents (e.g., flash tape, false eyes, and audio deterrents), covering equipment with bird netting when not in use, and minimizing onsite attractants like slash or debris piles. Contractor shall not install such deterrents in the vicinity of active nests between February 1 and August 31.
4. If active bird nests are identified, a temporary work exclusion zone may be established by the City Specialty Environmental Monitor. Buffers may range from 25 feet and greater for passerines (song birds) and 300 feet and greater for raptors.
5. If inactive nests are identified and removal is authorized by the City Specialty Environmental Monitor, Contractor shall provide equipment and labor to remove the nest (e.g., crew and a man lift).
6. If an active nest is destroyed and/or wildlife is injured or killed, Contractor and City Representative shall evaluate the potential cause. If it is determined that the project resulted in the “take” of an active nest as defined in the MBTA; California Department of Fish and Game Code Section 3503, 3503.5, and 3513; and/or the Federal Endangered Species Act and California Endangered Species Act, the City will notify the responsible agencies accordingly.

## **2.09 VISUAL AESTHETICS CONSIDERATIONS, PROJECT SITE [SCM #8]**

- A. Contractor shall maintain all construction equipment and materials within the designated project site.
- B. Contractor shall maintain the site in a clean and orderly state.

- C. On a daily basis, Contractor shall remove trash and debris from around the project site and contain it in closed containers. Trash and debris shall be periodically removed from the site so that its presence will not delay the progress of the work or cause a public nuisance. Burying or burning of trash and debris on the site is not permitted.
- D. Maintain the site, equipment, fences and signs free of graffiti.
- E. Damp-sweep all pedestrian walkways and dispose of debris around the site perimeter on at least a daily basis and more as often as determined needed by the City Representative.
- F. In the event of nighttime work lighting shall be directed away from residential areas and shall be shielded to contain the light on-site and prevent spill-over effects and lighting systems with flood, spot, or stadium type luminaires shall be aimed downward at the work and rotated outward no greater than 30 degrees from nadir (straight down). When, in the opinion of the City Representative, the lighting is disturbing adjoining property, Contractor shall modify the lighting arrangement or add hardware to shield the light trespass.
- G. Material removed from the project sites, including concrete, metal, and green waste, shall be processed in accordance with San Francisco City Ordinance No. 27-06, Construction and Demolition Program. See specification 01 74 50.
- H. Contractor shall place weed prevention cloth on dirt areas prior to the placement of gravel.

## **2.10 PROTECTION OF CULTURAL AND PALEONTOLOGICAL RESOURCES [SCM #9]**

- A. General
  - 1. Contractor shall comply with all requirements of applicable law related to the protection and preservation of cultural resources (i.e., archaeological, historical, and paleontological resources) as defined in Section 00 73 25.
  - 2. Collection of prehistoric, historic, or fossil materials is strictly prohibited. No rock or stones may be removed from the site.
- B. Locate staging away from historic features located near the entry road, including the stone barbeque features, picnic areas, the Tracadero Clubhouse, and stone walls.
- C. The following sections describe reconstruction of historic resources. These methods may be subject to change in the field at the direction of the City Representative and consulting historian.

D. Entry Road and Pathway Stone Wall Reconstruction (Major Circulation Features)

1. This section applies to the stone walls at (1) the toe of the slope abutting the generally south side of the entry road and (2) the paved pathway immediately above and parallel to the road (major circulation features). After constructing the new structural retaining walls above the road and pathway, the stone walls shall be reconstructed in front of those to provide a façade that replicates the current appearance. Salvage of the stones and reconstruction shall occur as follows.
2. Limit stone wall removal to the smallest area possible. Regardless of condition, if it can be retained in place without impeding construction, then efforts to protect it in place shall be made.
3. Remove loose stones affected by the erosion and any additional stones that require removal to perform slope stabilization by hand to limit further damage. Stones should be stored on-site in a protected location to prevent further damage and for reuse.
4. Where stones remain mortared in place, remove sections of attached stones as a single unit to the extent feasible. Sections should be stored on-site in a protected location to prevent further damage and for reuse.
5. Extensive removal of existing grout is discouraged. Remove loose material only to the extent required to enable reuse in the wall reconstruction.
6. Reconstruction of the stone walls shall approximate the current variation of stone sizes, orientations, and shapes as the adjacent, undisturbed portions of the stone walls outside the project area. Care shall be taken to match the surface texture and aesthetic with the remaining walls. Slight variations in height are appropriate, and the maximum height should not exceed four feet.
7. The texture and color of mortar used in the reconstructed areas shall approximate the texture and color of mortar on those portions adjacent, undisturbed portions of the stone wall outside the project area. Mortar aggregate size, color, and variation shall approximate the current conditions.
8. Mortar joints shall be recessed slightly from the face of the wall to replicate the current appearance of those portions of adjacent, undisturbed portions of the stone wall outside of the project area. Slight variation in the depth of recessed mortar joints is encouraged to replicate the current wall aesthetic.

9. The type and locations of gutter features at the base of the stone walls shall be restored to match the current surface texture and aesthetic (i.e., concrete only or concrete and cobblestone).
10. If affected by the slope repair work, the stone wall along the S-shaped connector path shall be reconstructed to match their current variation of stone sizes and can be uniformly mortared in place to improve stability in the same manner as the other walls described above. Joints should be recessed to maintain the rubble wall aesthetic.

E. Pathway Reconstruction

1. Lowest bench along slope shall be located to tie-in to the existing pathway immediately above the entry road.
2. The path should have an organic, flowing shape that approximates the current path in location, elevation, and form; avoid straight lines and sharp corners.
3. Replicate existing paving surfaces. Asphaltic surfaces should be reconstructed where they currently exist. Stone steps and step edging should be repaired or reconstructed where they currently exist.

F. Mid-Slope Stone Walls (Residual Circulation Features)

1. These walls do not require reconstruction. Care shall be taken to protect them in place if they do not need to be removed for slope repair.
2. Limit stone wall removal to the smallest area possible. Regardless of condition, if it can be retained in place without impeding construction, then efforts to protect it in place shall be made.
3. Salvage loose stones as feasible. These stones should be stored separately from those stones gathered from the stone walls along the major circulation features and tennis court perimeter walls because they are different in shape and size.

G. Tennis Court Wall Reconstruction

1. This section applies to the stone walls around the tennis courts. After constructing the new structural retaining walls, the stone walls shall be reconstructed in front of those to provide a façade that replicates the current appearance. Salvage of the stones and reconstruction shall occur as follows. Salvage of the stones and reconstruction shall occur as follows. The width of the façade may vary from the existing wall but the overall wall width and height dimensions shall be maintained in order to be consistent with the other walls surrounding the tennis courts.

2. Limit stone wall removal to the smallest area possible. Regardless of condition, if it can be retained in place without impeding construction, then efforts to protect it in place shall be made.
3. Remove the tennis court wall in sections where possible to keep the rock and mortar matrix intact and enable salvage and/or reuse of wall sections as façade material for the new retaining wall.
4. Existing mortar that remains attached to the stones does not warrant extensive removal. Where possible retain and reuse multiple stones that remain bound in their original mortar matrix. This retains a portion of the integrity of the original workmanship and allows for a more authentic aesthetic when the project is complete.
5. Stones and/or wall sections should be stored on-site in a protected location to prevent further damage and for reuse.
6. Reuse historic tennis court wall material. This can include individual stones or sections of the existing wall with rocks bound in their original matrix. Do not substitute stones gathered from lower walls on the hillside because they are different in shape and size. Maintain the approximate size range, variety of shapes, and orientation of stones as the wall is reconstructed.
7. Maintain existing wall dimensions. This includes top-of-wall width and wall heights as appropriate.
8. Reconstruction of the tennis court walls shall approximate the current variation of stone sizes, orientations, and shapes as the remaining tennis court walls outside the project area. Care shall be taken to match the surface texture and aesthetic of the remaining walls, including that mortar joints shall be recessed only as appropriate to replicate the current appearance.
9. The texture and color of mortar used in the reconstructed areas shall approximate the texture and color of mortar on those portions of stone wall outside the project area. Mortar aggregate size, color, and variation shall approximate the current conditions.
10. Mortar joints should be flush with the face of the wall to replicate the current appearance of those portions of the tennis court walls outside of the project area. Slight variation in the depth of mortar joints is encouraged to replicate the current wall aesthetic.
11. If changes to the slope design are necessary, any increases in height (new grade to top of wall) shall be masked from below with vegetation. Historic material shall be used for the upper portions of the wall to approximate the current conditions. Lower sections of wall may be faced with new stone

that is similar to but does not match the historic wall materials. New wall sections can use stone of similar dimension that is more regular in shape and placement. See the c. 2005 terraces in the Stern Grove Concert Meadow as examples.

H. Unanticipated Discoveries

1. In the event of archaeological resources, including human remains, are discovered during construction, Contractor shall immediately (a) suspend all activities within 50 feet of the discovery and (b) immediately notify the City Representative. Contractor shall suspend work even if an archeological monitor is not on-site. Contractor shall suspend work if an archeological monitor is on-site based on their verbal direction.
2. If required by the nature of the unanticipated discovery encountered and as directed by the City, Contractor shall relocate operations and adjust their construction schedule to allow implementation of appropriate archaeological management procedures by the City. Cost or time impacts as a result of a suspension shall be resolved as described in Section 00 73 25. Suspension of work may be based on verbal direction by the City Representative, including the archeological monitoring, with written follow-up.
3. Contractor shall not resume work in affected area until approved by the City. The City will issue a written order to suspend work in accordance with Paragraph 14.02 of Section 00 72 00.

**END OF SECTION**





**SECTION 01 35 48****ADDITIONAL CLEAN CONSTRUCTION REQUIREMENTS ON MAJOR  
CONSTRUCTION PROJECTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section 01 35 48 incorporates additional requirements of the San Francisco Clean Construction Ordinance (“Ordinance”) for projects that meet the requirements of Environment Code Section 2504(a), which are located in the Air Pollutant Exposure Zone and which are within 1,000 feet of a Sensitive Use, as set forth in Chapter 25 of the Environment Code and Section 6.25 of the Administrative Code.
- B. For projects that meet Environment Code Section 2504(b), which are located outside the Air Pollutant Exposure Zone, or which are in the Air Pollutant Exposure Zone but are not within 1,000 feet of a Sensitive Use, refer to Section 00 73 73, Article "CLEAN CONSTRUCTION REQUIREMENTS ON MAJOR CONSTRUCTION PROJECTS."
- C. The Department of the Environment is responsible for administering the Ordinance. For more information about the Ordinance and its implementation, please visit the Department of Public Health website at:  
<https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp> and  
[https://www.sfdph.org/dph/files/EHSdocs/AirQuality/San\\_Francisco\\_Clean\\_Construction\\_Ordinance\\_2015.pdf](https://www.sfdph.org/dph/files/EHSdocs/AirQuality/San_Francisco_Clean_Construction_Ordinance_2015.pdf).

**1.02 DEFINITIONS**

- A. "Air Pollutant Exposure Zone" means a zone having a substantially greater than average concentration of air pollutants as defined in Health Code Section 3804.
- B. "Alternative Fuels" means any transportation fuel that is less polluting than gasoline or petroleum diesel fuel, as determined by the California Air Resource Board and that is shown to have lower lifecycle carbon emissions than gasoline or petroleum diesel. Alternative Fuels may include, but are not limited to: natural gas; propane; biofuels from low carbon, sustainable and preferably local sources; hydrogen produced from low carbon and/or renewable sources; and electricity.
- C. "Alternative Sources of Power" means utility-based electric power or other power sources other than diesel engines.

- D. "ARB" means the California Air Resources Board.
- E. "Clean Construction" means the performance of all work required to be performed under a Public Works contract meeting the requirements in Sections 2504, 2505 and 2506 of the Environment Code, as applicable.
- F. "Construction" means building, demolition, excavation, grading or foundation work, whether or not the work requires a City permit.
- G. "Construction Activities" means the performance of all work involved in or required for Construction, except for the issuance or obtaining of a site permit for a project.
- H. "Construction Phase" means a particular construction activity over a certain period of time. Construction phases may include, but are not limited to, demolition, site preparation, grading, building construction, architectural coatings, and paving. Multiple Construction Phases of a single project may take place at the same time.
- I. "Equipment" means off-road and on-road equipment.
- J. "Equipment Type" means a category of off-road equipment. Types of off-road equipment include bore/drill rigs, cranes, crawler tractors, excavators, graders, off-highway tractors, off-highway trucks, other construction equipment, pavers, paving equipment, rollers, rough terrain forklifts, rubber-tired dozers, rubber-tired loaders, scrapers, skid steer loaders, surfacing equipment, tractors/loaders/backhoes, and trenchers.
- K. "Major Construction Project" means a public work to be performed within the geographic limits of the City that uses off-road equipment and that is estimated to require 20 or more cumulative days of work, including non-consecutive days, to complete.
- L. "Most Effective Verified Diesel Emission Control Strategy" means a device, system or strategy that is verified, pursuant to Division 3, Chapter 14, of Title 13 of the California Code of Regulations, to achieve the highest level of pollution control from an off-road vehicle.
- M. "Off-Road Engine" means a non-road engine as defined in Title 40 of the Code of Federal Regulations, Section 89.2.
- N. "Off-Road Equipment" means equipment with an off-road engine having greater than 25 horsepower and operating for more than 20 total hours over the entire duration of Construction Activities.
- O. "On-Road Equipment" means a heavy-duty vehicle as defined in Title 40 of the Code of Federal Regulations, Section 86.1803-01.

- P. "Portable Diesel Engine" means a diesel engine that is portable as defined in 71 California Code of Regulations, Section 93116.2(bb).
- Q. "Sensitive Use" means a category of building use identified as a "Sensitive Use" in Health Code Section 3804.
- R. "Tier 2 Off-Road Emission Standards" means the Tier 2 new engine emission standards in Title 13, California Code of Regulations, Section 2423(b)(1)(A) and/or Title 40, Code of Federal Regulations, Part 89.112(a).
- S. "VDECS" means a verified diesel emission control strategy, designed primarily for the reduction of diesel particulate matter emissions, which has been verified by ARB pursuant to "Verification Procedures, Warranty and In-Use Strategies to Control Emissions from Diesel Engines," Title 13, California Code of Regulations, Sections 2700-2710. VDECS can be verified to achieve Level 1 diesel particulate matter reductions (at least 25 percent), Level 2 diesel particulate matter reductions (at least 50 percent), or Level 3 diesel particulate matter reductions (at least 85 percent).

### 1.03 SUBMITTALS

- A. Construction Emissions Minimization Plan:
  - 1. Contractor shall submit its initial Construction Emissions Minimization Plan no less than 28 days prior to mobilization. (See Subsection 1.04B.)
  - 2. Contractor shall submit an updated Construction Emissions Plan on a quarterly basis in compliance with Subsection 1.04B.5.a, and submit each quarterly report within seven business days of the end of each quarter.
  - 3. Contractor shall submit a final Construction Emissions Minimization Plan report summarizing construction activities within two weeks of achieving Substantial Completion in compliance with Subsection 1.04B.5.b.
- B. Clean Construction Emissions Plan Certification Statement: Contractor shall submit this statement with its Construction Emissions Minimization Plan. (See Subsection 1.04B.3.)
- C. Waiver Request: Contractor shall submit a waiver request to the Department Head no less than two weeks prior to the planned use of a specific piece of off-road equipment. (See Subsection 1.05A.)

#### **1.04 REQUIREMENTS FOR MAJOR CONSTRUCTION PROJECTS WITHIN THE AIR POLLUTANT EXPOSURE ZONE**

- A. For all Major Construction Projects that meet the requirements of Environment Code Section 2504(a) and which are located in the Air Pollutant Exposure Zone and within 1,000 feet of a Sensitive Use, the following requirements apply:
1. All off-road equipment shall have engines that (a) meet or exceed either United States Environmental Protection Agency or ARB Tier 2 off-road emission standards, and (b) have been retrofitted with an ARB Level 3 VDECS. Equipment with engines meeting Tier 4 Interim or Tier 4 Final off-road emission standards automatically meet this requirement. See Section 1.05A regarding the procedure for requesting a waiver to this requirement.
  2. Where access to alternative sources of power is available, use of portable diesel engines to perform work on the project shall be prohibited. See Section 1.05B regarding the waiver procedure for this requirement.
  3. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes at any location, except as allowed for in applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The Contractor shall post legible and visible signs, in English, Spanish, and Chinese, in designated queuing areas and at the construction site to remind operators of the idling limit. Refer to the following link for the Clean Construction Sign Template:  
<https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>.
  4. The Contractor shall instruct construction workers and equipment operators on the maintenance and tuning of construction equipment, and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications.
- B. Construction Emissions Minimization Plan: All Major Construction Projects that meet the requirements of Environment Code Section 2504(a), which are located in the Air Pollutant Exposure Zone and are within 1,000 feet of a Sensitive Use, also must comply with the following requirements:
1. Before starting on-site Construction Activities, the Contractor shall submit a Construction Emissions Minimization Plan ("Emissions Plan") to the City Representative for review and approval. The Emissions Plan shall state, in reasonable detail, how the Contractor will meet the requirements of Section 2505 of the Environment Code.

2. The Emissions Plan shall include estimates of the construction timeline by phase, with a description of each piece of off-road equipment required for each Construction Phase.
  - a. The description may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation.
  - b. For the VDECS installed, the description may include, but is not limited to: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date.
  - c. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel.
  - d. Contractor may use the Clean Construction Equipment Inventory Template to satisfy the Emissions Plan requirements. Refer to the following link for that template:  
<https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>.
3. The Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of the Agreement. Contractor must submit a signed Clean Construction Emissions Plan Certification Statement to the City Representative. Refer to the following link for the Emissions Plan Certification Statement Template:  
<https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>.
4. After City review and approval, the Contractor shall make the Emissions Plan available to the public for review onsite during working hours.
  - a. The Contractor shall post at the construction site a legible and visible sign summarizing the Emissions Plan. Refer to the following link for the Clean Construction Sign Template:  
<https://www.sfdph.org/dph/EH/Air/CleanConstruction.asp>.
  - b. The sign shall also state that the public may ask to inspect the Emissions Plan for the project at any time during working hours, and shall explain how to request to inspect the Emissions Plan.
  - c. The Contractor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way.
5. Reporting:
  - a. After Construction Activities begin, the Contractor shall update the Emissions Plan on a quarterly basis documenting changes from the original plan and demonstrating compliance with the Emissions

Plan. The report shall be submitted to the City Representative quarterly and a copy shall also be maintained at the construction site.

- b. Prior to receiving a Notice of Final Completion, or within six months of completion of Construction Activities if a final certificate of acceptance is not required, the Contractor shall submit to the City Representative a final report summarizing Construction Activities, including the start and end dates and duration of each Construction Phase, and the specific information required in the Emissions Plan.

## **1.05 WAIVERS**

### **A. Waivers Under Subsection 1.04A.**

1. The Contractor may request to waive the equipment requirements of Paragraph 1.04A.1 if: (a) a particular piece of off-road equipment with an ARB Level 3 VDECS is technically not feasible; (b) the equipment would not produce desired emissions reduction due to expected operating modes; (c) installation of the equipment would create a safety hazard or impaired visibility for the operator; or, (d) there is a compelling emergency need to use off-road equipment that is not retrofitted with an ARB Level 3 VDECS.
2. Contractor must submit any waiver request to the Department Head, or designee, no less than two weeks prior to the planned use of a specific piece of off-road equipment.
3. If the Department Head, or designee, grants the waiver specified in Section 1.05A.1, the Contractor must use the next cleanest piece of off-road equipment, according to Table 1, below.

<p align="center"><b>Table 1</b> <b>Off-Road Equipment Compliance Step Down Schedule*</b></p>		
<b>Compliance Alternative</b>	<b>Engine Emission Standard</b>	<b>Emissions Control</b>
1	Tier 2	ARB Level 2 VDECS
2	Tier 2	ARB Level 1 VDECS
3	Tier 2	Alternative Fuel**
<p>* If the City determines that the equipment requirements cannot be met, the Contractor must meet Compliance Alternative 1. If the City determines that the Contractor cannot supply off-road equipment meeting Compliance Alternative 1, then the Contractor must meet Compliance Alternative 2. If the City determines that the Contractor cannot supply off-road equipment meeting Compliance Alternative 2, then the Contractor must meet Compliance Alternative 3.</p>		
<p>** Alternative fuels are not a VDECS</p>		

**B. Waivers Under Subsection 1.04A.2.**

1. The Department Head, or designee, may waive the alternative source of power requirement set forth in Subsection 1.04A.2 if an alternative source of power is limited or infeasible at the project site. If the City grants the waiver, the Contractor must submit documentation that the equipment used for onsite power generation meets the requirements of Subsection 1.04A.1, above.

**C. All Other Waivers:** The Department Head or designee also may waive the requirements of the Ordinance on the grounds set forth in Section 2507 of the Environment Code.

- D.** For any waiver granted in this Subsection 1.05, the City Representative will within two business days prepare a written notice of the waiver and a written memorandum explaining the basis for the waiver and the steps that will be taken to safeguard public and City employee health during the noncomplying work. The memorandum will also state the steps that the City and the Contractor will take to minimize the use of noncomplying equipment or engines during the noncomplying work.

## **1.06 NONCOMPLIANCE AND PENALTIES**

- A. Liquidated Damages:** 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 Administrative Code Section 6.25 and Chapter 25 of the Environment Code, the City will suffer actual damages that will be impractical or extremely difficult to determine.



Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100 per day for each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Ordinance. 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.

- B. False Representations: False representations by the Contractor, in connection with the bidding, execution or performance of any City contract, regarding the nature or character of the off-road equipment and/or off-road engines to be utilized, on the contract, or to the City about the nature or character of the off-road equipment and/or off-road engines actually used may subject the Contractor to the consequences of noncompliance specified in Section 2510 of the Environment Code, including but not limited to the penalties prescribed therein. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

**END OF SECTION**

**SECTION 01 41 00****REGULATORY REQUIREMENTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section includes requirements for: Codes, Seismic Loading Design Provisions, and Trench Support Design Provisions.
- B. Related Documents and Sections include:
  - 1. Section 00 73 00 – Supplementary Conditions
  - 2. Section 01 35 43 – Environmental Procedures
  - 3. Section 01 33 00 – Submittal Procedures

**1.02 CODES:**

- A. Contractor shall conform all work of the Contract to meet or exceed the applicable requirements of the latest editions of the applicable codes, laws, ordinances, standards, rules and regulations, including, but not limited to the following:
  - 1. CCR Title 8, Industrial Relations
  - 2. CCR Title 17, Public Health
  - 3. CCR Title 19, Public Safety
  - 4. CCR Title 24, Building Standards
    - a. Part 1, California Building Standards Administrative Code
    - b. Part 2, California Building Code
    - c. Part 3, California Electrical Code
    - d. Part 4, California Mechanical Code
    - e. Part 5, California Plumbing Code
    - f. Part 6, California Energy Code
    - g. Part 7, NOT USED
    - h. Part 8, California Historic Building Code
    - i. Part 9, California Fire Code

- j. Part 10, California Existing Building Code
  - k. Part 11, California Green Building Standard Code
  - l. Part 12, California Reference Standards Code
- 5. Americans with Disabilities Act Guidelines
- 6. AWWA C651-92, Standard for Disinfecting Water Mains
- B. Except where noted, the most recent editions of Codes, Standards, and Regulations at the time of the Contract shall apply. Whenever reference is made to “Caltrans Standard Specifications,” it shall be understood to be the most recent edition of the State of California, Department of Transportation, Standard Specifications.
- C. Other Applicable Laws and Regulations: All applicable federal, state, and local laws, and the latest rules and regulations of governing utility districts and the various other authorities having jurisdiction over construction and completion of the work, including but not limited to Cal-OSHA and California Labor Code, shall apply to the Contract throughout, and they shall be deemed to be incorporated by reference.
- D. Obtain copies of codes and reference standards when required by the Contract Documents.
- E. The codes referred to shall have full force and effect as though printed in these Specifications. Nothing in the Contract Documents shall be construed to permit work not conforming to the governing code requirements.

### **1.03 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 41 15****EXCAVATION PERMIT REQUIREMENTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section covers the following:
  - 1. The requirement for the Contractor to obtain and abide by an excavation permit for Work in San Francisco
  - 2. Subsurface and pavement repair requirements during the warranty period
- B. Related Documents and Sections include:
  - 1. Section 00 72 00

**1.02 APPLICABLE CODES AND STANDARDS**

- A. Article 2.4 of the Public Works Code, “Excavation in the Public Right-of-Way”
- B. DPW ORDER No. 187005, “Regulations for Excavating and Restoring Streets in San Francisco”
- C. Cal/OSHA regulations
- D. Requirements of applicable permitting agencies having jurisdiction in the area of the Work (e.g., fill and grading permits, encroachment permits, etc.)

**1.03 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used

**PART 2 – PRODUCTS (NOT USED)****PART 3 – EXECUTION****3.01 EXCAVATION PERMIT – APPLICATION AND APPROVAL**

- A. Contractor is responsible for obtaining, paying for and abiding by the excavation permit for the contract.

- B. For Work in San Francisco, submit the application for Excavation Permit (<http://www.sfpublicworks.org/services/permits/application-forms>) to:

Bureau of Street Use & Mapping ("BSM"),  
S.F. Public Works, Street Construction Coordination Center  
49 South Van Ness Avenue, Suite 300  
San Francisco, CA 94103  
Phone (628) 271-2000  
[BSMPermitdivision@sfdpw.org](mailto:BSMPermitdivision@sfdpw.org)

Contractor shall contact BSM for status of approval of the application for the Excavation Permit

- C. For emergency Excavation, the Contractor can start construction work prior to receiving an approved Excavation Permit as directed by the City Representative, but the Contractor shall apply for the excavation permit concurrently during the first working day of construction or as soon as possible.

### **3.02 POST-EXCAVATION REPAIR AND MAINTENANCE OBLIGATION OF CONTRACTOR (WARRANTY PERIOD)**

- A. Contractor shall be responsible for maintaining, repairing or reconstructing the site of the Excavation so as to sustain a condition acceptable to the City for a period of 3 years following the date of acceptance of the work.

### **3.03 SUBSURFACE OR PAVEMENT FAILURES**

- A. In the event that subsurface material or pavement over or adjacent to any excavation should become depressed, broken, or fail in any way within the warranty period after the Excavation has been completed, the Contractor will be responsible for the failure in the subsurface or surface of the Public Right-of-Way. The Contractor will be notified by the City of the condition, its location, and the required remedy; the Contractor shall repair or restore, or cause to be repaired or restored, to original or better condition to the satisfaction of the City Representative within 72 hours of the notification with no additional costs to the City. The time allowed for the Contractor to repair or restore the affected Public Right-of-Way may be extended by the City at the request of the Contractor and as approved by the City Representative.

### **3.04 REPAIR BY THE CITY**

- A. In the event that the Contractor fails, neglects, or refuses to repair or restore any condition pursuant to the City's notice as set forth in Section 2.4.71 of the Public Works Code, the City may repair or restore, or cause to be repaired or restored, such condition in such manner as deemed expedient and appropriate. The Contractor shall compensate the City for any costs associated with the administration, construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the City that

were made necessary by reason of the repair or restoration undertaken by the Department. The City's determination as to the cost of the repair or restoration performed shall be final. In addition, the Contractor may be subject to those enforcement actions set forth in Sub-article VII of the Public Works Code.

- B. Subject to the limitation set forth in Section 2.4.70 of the Public Works Code, repair or restoration by the City in accordance with this Section shall not relieve the Contractor from liability for future pavement failures at the site of the repair or restoration.

### **3.05 REGULATORY AGENCY AND PERMIT COMPLIANCE**

- A. Contractor shall comply with excavation, fill and grading requirements of all permits and as described in Division 02 of the Contract Specifications. All excavation work shall be performed in accordance with Federal and Cal/OSHA requirements.

**END OF SECTION**



**SECTION 01 42 00****REFERENCES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This section covers the following:
  - 1. Applicable publications, reference specifications, codes, standards, abbreviations
  - 2. How these documents relate to the Work described in the Contract Documents

**1.02 APPLICABLE PUBLICATIONS**

- A. Unless a specific release or publication date is provided in reference to a published specification, code, standard, or other requirement in these Specifications, it shall be understood that the latest published version shall apply.

**1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Contractor shall maintain copies of the codes and reference standards with the Contract Documents at the jobsite at all times.
- B. All conflicts between codes, reference standards, drawings, and the other Contract Documents shall be brought to the attention of the City Representative for clarification prior to ordering or providing any materials or furnishing labor.
- C. References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations ("OSHA"), including all changes and amendments thereto.
- D. References to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations ("OSHA"), including all changes and amendments thereto.
- E. Applicable Safety Standards – References to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, Construction Safety Orders, as amended to date, and all changes and amendments thereto. Where codes and standards conflict with provisions of the Contract Documents, it is intended that the more stringent criteria shall apply, subject to preceding requirements of this paragraph.



- F. Where codes and standards conflict with the provisions of the Contract Documents, the more stringent criteria shall apply, subject to the preceding requirements.

#### 1.04 ABBREVIATIONS

- A. Abbreviations: Whenever the following abbreviations are used in these Contract Documents, the intent and meaning shall be interpreted as follows:

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturer's Association – ABMA
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
AF&PA	American Forest and Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AIIM	Association for Information and Image Management
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association International, Inc
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing

ASQ	American Society for Quality
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CABO	Council of American Building Officials
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CLPCA	California Lathing and Plastering Contractors Association
CMAA	A division/section of the Material Handling Industry of America
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drilling Manufacturer's Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EI	Energy Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FCC	Federal Communications Commission
FCI	Fluid Controls Institute
FEMA	Federal Emergency Management Association
FHWA	Federal Highway Administration
FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute, Hydraulic Institute
HSWA	Federal Hazardous and Solid Waste Amendments
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IBC	International Building and Fire Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
ICCEC	Electrical Code
ICC-ES	International Code Council Evaluation Service

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IME	Institute of Makers of Explosives
IPC	International Plumbing Code, and/or IPC-Association Connecting Electronic Industries (formerly Institute for Printed Circuits)
IRC	International Residential Code
ISA	Instrument Society of America
ISDI	Insulated Steel Door Institute
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
ITU-T	Telecommunications Standardization Sector of the International Telecommunications Union
LPI	Lightning Protection Institute
LRQA	Lloyd's Register Quality Assurance
MBMA	Metal Building Manufacturer's Association
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
DASMA	Door and Access Systems Manufacturers Association International
NAPF	National Association of Pipe Fabricators
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association or National Fluid Power Association
NISO	National Information Standards Organization
NIST	National Institute of Standards and Technology
NLGI	National Lubricating Grease Institute
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association

OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastic Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service, a division of the California Redwood Association, CRA
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute, Steel Deck Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricator's Association
SPIB	Southern Pine Inspection Bureau
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Society for Protective Coating
SSPWC	Standard Specifications for Public Works Construction
STLE	Society of Tribologists and Lubricating Engineers
TAPPI	Technical Association of the Worldwide Pulp, Paper, and Converting Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WDMA	National Window and Door Manufacturers Association
WEF	Water Environment Federation
WI	Woodwork Institute
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

## 1.05 PROJECT-SPECIFIC REQUIREMENTS

A. Not Used.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 50 00****TEMPORARY FACILITIES AND CONTROLS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section describes the requirements for:
  - 1. Temporary utilities to be provided by the Contractor, and
  - 2. Site control measures to be followed by the Contractor during construction.
- B. Related Documents and Sections:
  - 1. Section 01 21 50 – Mobilization Item
  - 2. Section 01 35 43 – Environmental Procedures
  - 3. Section 01 71 33 – Protection of Adjacent Construction
  - 4. Section 01 55 26 – Traffic Control
  - 5. Section 01 77 00 – Closeout Procedures

**1.02 TEMPORARY ELECTRICITY**

- A. Electrical Power: The Contractor shall arrange with the electrical power utility and provide electrical power required for its operations under the Contract and shall provide and maintain temporary power lines required to perform the Work in a safe and satisfactory manner.
- B. Temporary Power Distribution: The Contractor shall provide a weatherproof, grounded, temporary power distribution system sufficient for performance of the entire Work, including temporary electrical heating where indicated, energizing of space heaters or temporary heat source for moisture protection of stored equipment, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevators, and similar equipment), and power for temporary operation of existing facilities (if any) at the Site during change-over to new permanent power system. The Contractor shall provide circuits of adequate size and proper power characteristics for each use;

run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations and will result in minimal interference with performance of the Work; provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other exposures to damage or abuse.

- C. At certain times during construction, the Contractor may be required to provide portable generator(s) for construction purposes. It shall be the responsibility of the Contractor to comply with Air Quality Management District (“AQMD”) regulations for the region in which the work is located, applicable to the operation of such generators. If the Contractor should exceed AQMD limits for the maximum amount of run time for such generators, then the Contractor shall be liable for any fines imposed.

### **1.03 TEMPORARY LIGHTING**

- A. Construction Lighting: Work conducted at night or under conditions of deficient daylight shall be suitably lighted to ensure proper performance and to afford adequate facilities for inspection and safe working conditions. Lighting shall be directed to ensure safe illuminated working areas, but also to minimize nuisance to surrounding property owners and users.
- B. Temporary Lighting: The Contractor shall provide a general, weatherproof, grounded temporary lighting system in every area of construction as soon as overhead floor/roof deck structure has been installed to provide sufficient illumination for safe working and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other areas of possible damage or abuse.

### **1.04 TELEPHONE SERVICE**

- A. The Contractor shall arrange for, provide, and pay for cell phone service or mobile talking devices to each and every Project Manager, Superintendent(s), Technician(s) on the job site.

### **1.05 PARKING & CONTRACTOR’S STAGING/STORAGE AREAS**

- A. The Contractor’s staging/storage areas shall be as shown or as determined during the pre-construction meeting. The City may designate and arrange for the Contractor's use, a portion of the property for its exclusive use during the term of the Contract as a storage and/or shop area for its construction operations on the Work. If no such area is shown or provided, the Contractor shall make its own arrangements with adjacent property owners for staging/storage areas. The costs for the foregoing shall be included in the Contractor’s bid. At completion of Work, the Contractor shall return all staging/storage areas to their original condition, including grading and landscaping, as applicable.

- B. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.
- C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the Work.
  - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
  - 2. Hazardous materials shall be stored in groupings according to the Safety Data Sheets.
  - 3. The Contractor shall develop and submit to the City Representative a plan for storing and disposing of the materials above.
  - 4. The Contractor shall obtain and submit to the City Representative a single EPA number for wastes generated at the Site.
  - 5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
  - 6. The separate storage area shall be inspected by the City of San Francisco Hazardous Materials Management Division prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.
  - 7. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.
- D. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.
  - 1. Contractor's vehicles and equipment shall not be permitted to block fire lanes, building entrances or employee parking areas.



**1.06 TEMPORARY WATER SERVICE**

- A. General: The Contractor shall provide an adequate supply of water of a quality suitable for all domestic and construction purposes.
- B. Potable Water: The Contractor shall make arrangement with the applicable water utility to provide potable water. The Contractor shall bear all the costs associated with supplying water.
- C. Reclaimed Water: The Contractor shall comply with any applicable federal, state, and local laws, restricting the use of potable water for soil compaction and dust control activities.
- D. The Contractor shall provide and maintain distribution piping, water tankers, hoses, and all appurtenances necessary to supply water at the job site.
  - 1. The Contractor shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The Contractor shall pay permit and water charges.
  - 2. Pipe crossing traveled roadways shall be buried beneath the roadway. Ramp shall be used over temporary piping on roadway surfaces.

**1.07 TEMPORARY HEATING OR COOLING**

- A. The Contractor shall provide adequate fixed temporary heating, and/or cooling of enclosed construction Work, Contractor's construction offices, toilets, fabrication shops, and similar temporary facilities requiring climate control.

**1.08 TEMPORARY FIRE PROTECTION**

- A. The construction plant and the Work shall be connected with the Contractor's temporary water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of Cal-OSHA.

**1.09 TEMPORARY SANITARY FACILITIES**

- A. Fixed or portable chemical toilets shall be provided wherever needed for the use of Contractor's employees. Toilets at construction sites shall conform to the requirements of the OSHA Standards for Construction. The Contractor shall maintain neat and clean sanitary conditions with adequate supplies.
- B. The Contractor shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the Site in accordance with laws and regulations pertaining thereto.

**1.10 BARRIERS**

- A. The Contractor shall provide barriers as needed to prevent unsafe entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. The Contractor shall protect vehicular traffic, stored materials, site, and structures from damage.

**1.11 PROTECTION OF SEWAGE SYSTEM**

- A. The Contractor shall coordinate with the applicable Utilities Department for obtaining sewer connection and shall pay permit and sewer usage charges. Within the City and County of San Francisco, the sewer capacity charges will be paid by the City.
- B. The Contractor shall take adequate measures to prevent the impairment of the operation of the sewer system. Contractor shall prevent construction material, pavement, concrete, earth, or other debris from entering a sewer, sewer structure, catch basin or stormwater inlet.

**1.12 TEMPORARY FENCING**

- A. The Contractor shall provide temporary, 6 feet high commercial grade, chain link construction fences to protect the Contractor's property.
  - 1. Fabric: high utility type fencing consisting of 2-inch wood lath woven between seven strands of galvanized wire. Space between laths shall not exceed 2 inches.
  - 2. Posts: metal or wood, as approved by the City Representative.

### 1.13 MAINTENANCE OF THE WORK AREA

A. The Contractor shall:

1. Maintain the work areas in a safe condition. Remove all accumulations of rubbish and surplus materials at the end of each working day. Restore the work areas to a condition equal to that which existed prior to the start of work, and leave them at completion of the contract in a clean, orderly fashion.
2. Control accumulation of waste materials and rubbish. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. This task includes but is not limited to the following:
  - a. Cleaning interior spaces prior to the start of finish work and maintain areas free of dust and other contaminants during finishing operations
  - b. Handling hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly and disposing of material off-site in a lawful manner
  - c. Sweeping all pedestrian walkways and dispose of debris around the site perimeter on a daily basis
  - d. Providing a dumpster or other suitable means of disposing of all construction debris and trash generated by the Contractor's forces during the course of construction
3. Remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within 48 hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking, or design that is affixed, marked, etched, scratched, drawn, or painted on any building, structure, fixture, or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards, and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art

Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

#### **1.14 DUST CONTROL**

- A. The Contractor shall practice care to minimize dust generation. The Contractor shall furnish all labor, equipment, and means required to carry out effective measures whenever and as often as necessary to prevent its operation from producing dust in amounts damaging to property or cultivated vegetation, or causing a nuisance to local residents. The Contractor shall be responsible for any damage resulting from dust originating from its operations.
- B. At a minimum, the Contractor shall observe all of the following specific dust control measures:
  - 1. Wash the tires of excavation and spoils trucks before they re-enter city streets to minimize deposition of dust-causing materials.
  - 2. Minimize the amount of excavated material or demolition wastes stored at the site. All dust-generating stockpiled construction materials shall be covered to prevent dust generation.
  - 3. Mist all exposed soil surfaces twice daily during dry weather and additionally if dust is blowing or if required by the City Representative.
  - 4. Load haul trucks carrying excavated materials so that the material does not extend above the truck body. The material hauled shall be covered as needed for dust suppression.
  - 5. Cover all trucks containing dust-generating excavated material or demolition waste prior to their leaving the construction sites.
  - 6. Use reclaimed water for dust control as mentioned above. Any exceptions shall be approved by the City Representative.
  - 7. Sidewalks, paths and street areas affected by the Contractor's operations shall be mechanically swept and washed down before starting work each day, at the end of each work shift, or as often as needed. Avoid over-watering areas and generating mud.
  - 8. Dust enclosures and dust collectors shall be used as necessary to control dust in the excavation area.
  - 9. Any excavated materials and soil stockpiles shall be kept moist or covered with securely taped 10 mil polyethylene plastic or equivalent tarping as needed for dust suppression.

10. Comply with:
  - a. The requirements of the pertinent Air Quality Management District ("AQMD") for particulate matter and visible emissions; Odorous Substances; and Hazardous Pollutants.
  - b. The California Health and Safety Code, Division 26 (Air Resources), Chapter 3 (Emission Limitations) Section 41700 (Prohibited Conduct), and related regulations
11. Perform and pay for cleanup of all spillage (including clean soils) on streets, directly or indirectly caused by actions of employees or equipment of Contractor or its subcontractors.
12. If the Contractor fails to provide adequate dust control as determined by the City Representative, the City reserves the right to have the necessary work performed by others and to deduct or withhold money required therefor.

#### **1.15 NOISE CONTROL**

- A. General: The Contractor shall furnish and install acoustical barriers including acoustical treatment of the facades of buildings, so that no noise emanating from the process or any related tool or equipment will exceed noise levels specified in the Contract Documents or required by the permitting agency, whichever is more stringent. Contractor, therefore, shall:
  1. Enclose equipment such as large compressors, generators, and large dewatering pumps in enclosures as necessary so as to not exceed applicable noise limits.
  2. Provide advance notice to residences and affected businesses in the area of construction as specifically as possible in terms of times, dates and location of construction activities.
- B. Construction Noise Control Plan: The Contractor shall submit plans for the City's approval, within 30 calendar days following award of the Contract, 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 if necessary.

#### **1.16 DRAINAGE CONTROL**

- A. The Contractor shall:
  1. Grade site to drain water. Maintain excavations free of accumulated water.

2. Provide, operate, and maintain pumping equipment as needed to control water at the site.
3. Protect site from erosion caused by flowing water.

### 1.17 PROJECT SIGNS

- A. The Contractor shall provide and install project signs facing traffic at the entrance of facility, where directed by the City Representative, at the job site prior to the start of any work.
- B. The design of the Contractor-furnished project signs shall be in strict accordance with the 'ONESF' Guidelines established by the City and described at the following web address: <http://onesanfrancisco.org/data-resources/style-guide>.
  1. For linear assets, (e.g., streets and sewers), project signage shall comply with City Street Construction Guidelines: [http://onesanfrancisco.org/sites/default/files/inline-files/ONESF\\_4x6\\_Guide\\_CityStreetConstSign-1.4-2.pdf](http://onesanfrancisco.org/sites/default/files/inline-files/ONESF_4x6_Guide_CityStreetConstSign-1.4-2.pdf).
  2. For fixed assets (e.g., buildings, treatment facilities, and pump stations), project signage shall comply with City Site and Building Construction Guidelines: [http://onesanfrancisco.org/sites/default/files/inline-files/ONESF\\_4x8\\_Guide\\_SiteBldgConstSign1.5-2.pdf](http://onesanfrancisco.org/sites/default/files/inline-files/ONESF_4x8_Guide_SiteBldgConstSign1.5-2.pdf).
- C. The graphics and content of the sign will be provided by the City Representative at the pre-construction meeting.
- D. The City Representative shall approve locations and mounting details of the project signs.
- E. The Contractor shall maintain the signs in good condition for the duration of the Contract, and, if needed, shall promptly clean graffiti and other defacement from the project signs.
- F. The Contractor shall remove project signs from the site as the Contractor's property at the completion of the Work.
- G. For paving and utility construction projects, project signs shall not obstruct or interfere with the operation of all traffic control devices. Project signs shall be placed as directed by the City Representative and shall follow these general guidelines:
  1. Where the location of a pipe alignment does not exceed five adjacent blocks, place one sign at either end of the block facing oncoming traffic, or facing away from the limit of work on one-way streets.

2. Where the location of a pipe alignment exceeds five adjacent blocks, place one sign at either end of the limit of work facing oncoming traffic, and at intermediate locations not to exceed five block intervals with one sign placed on either side of the street facing oncoming traffic, or at opposite directions on one-way streets.

#### **1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the Contractor shall promptly remove installation unless requested by City Representative to retain it for a longer period. The Contractor shall complete and restore Work which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.
- B. Before final acceptance of the Work on the project, temporary connections and piping installed by the Contractor shall be entirely removed, and affected improvements shall be restored to original condition or better, to the satisfaction of the City Representative and to the agency owning the affected utility.

#### **1.19 PAYMENT PROCEDURE**

- A. All work of this section shall be considered incidental and no separate payment will be made therefor, except that project signs will be paid under the "Mobilization" bid item.

#### **1.20 PROJECT –SPECIFIC REQUIREMENTS**

- A. Not Used.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01 55 26**

### **TRAFFIC CONTROL**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. This section provides the traffic control requirements.
- B. Related Documents and Sections include:
  - 1. SFMTA’s “Regulations for Working in San Francisco Streets.”
  - 2. Section 01 35 43 – Environmental Procedures

##### **1.02 GENERAL REQUIREMENTS**

- A. Contractor to follow all requirements in SFMTA’s “Regulations for Working in San Francisco’s Streets,” commonly referred to as the “Blue Book” requirements for traffic control.

#### **PART 2 – MATERIALS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**





**SECTION 01 56 55****TEMPORARY NOISE AND VIBRATION CONTROLS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This section provides the noise and vibration limits for the project and describes the work required to control and monitor noise and vibration.
- B. Related Documents and Sections include:
  - 1. Section 00 73 73 – Statutory and Other Requirements
  - 2. Section 00 73 73/APA – Noise Control Ordinance (applicable only to projects located in San Francisco)
  - 3. Section 01 35 43 – Environmental Procedures

**1.02 SUBMITTALS**

- A. Noise Control Plan
- B. Vibration Control Plan
- C. Noise Monitoring Logs – submit daily or as otherwise required by the City Representative (if applicable in accordance with Article 1.04 below)
- D. Vibration Monitoring Logs – submit daily or as otherwise required by the City Representative (if applicable in accordance with Article 1.05)

**1.03 DEFINITIONS**

- A. Ambient - the lowest sound level repeating itself during a minimum 10-minute period as measured with a type 1, precision sound level meter, using slow response and "A" weighting. The minimum sound level shall be determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue. In no case shall the ambient be considered or determined to be less than 45. If a significant portion of the ambient is produced by one or more individual identifiable sources of noise that contribute cumulatively to the sound level and may be operating continuously during the minimum 10-minute measurement period, determination of the ambient shall be accomplished with these separate identifiable noise sources silent or otherwise removed or subtracted from the measured ambient sound level.

- B. Noise level - the maximum continuous sound level or repetitive peak sound level, produced by a source or group of sources as measured with a sound level meter. In order to measure a noise level, a type 1 precision sound level meter shall be used with the controls of the sound level meter set to the appropriate to the type of noise being measured; slow response for continuous noise sources and fast response for noises with rapid onset and decline.
- C. Property plane - a vertical plane including the property line that determines the property boundaries in space.
- D. Sound level - expressed in decibels (dB), means a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, "Acoustic Terminology," paragraph 2.9, or successor reference.
- E. Sensitive Receptor – residences (excepting watershed keeper's), schools, daycare centers, libraries, churches, hospitals, and convalescent care facilities, assisted living facilities, hotels, and other lodging facilities.

#### 1.04 NOISE REQUIREMENTS

- A. Noise Level Thresholds. Noise levels during construction shall not exceed the following thresholds:
  - 1. Contractor shall comply with the City Noise Ordinance (Article 29 of the San Francisco Police Code, Section 2907), which limits noise from any one piece of equipment to 80 dBA as measured at a distance of 100 feet (or 86 dBA at 50 feet or 74 dBA at 200 feet) between 7 a.m. to 8 p.m.
    - a. Sound level restrictions do not apply to impact equipment such as jackhammers. Such equipment shall however be equipped with acoustically attenuating shields, or shrouds to minimize noise to the maximum extent feasible.
  - 2. Contractor shall comply with the City Noise Ordinance (Article 29 of the San Francisco Police Code, Section 2908), which limits noise from 8 p.m. to 7 a.m. to no more than 5 dBA above ambient noise level as measured at the project site boundary adjacent to the nearest sensitive receptor.
    - a. If night work (8 p.m. to 7 a.m.) is required that would result in noise greater than 5 dBA above ambient noise level as measured at the nearest property plane, Contractor shall obtain a Night Noise Permit from San Francisco Public Works and provide a copy to the City Representative prior to starting such work.

- B. Minimum Noise Control Measures. Contractor shall implement the following minimum noise control measures. Contractor shall be responsible for ensuring that all implemented noise control measures are installed and used correctly.
1. Best available controls techniques including mufflers, intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds for all construction-noise equipment and trucks.
  2. Contractor shall use quieter procedures, such as sonic or vibratory pile drivers drilling rather than impact equipment whenever feasible.
  3. If impact equipment is required, Contractor shall use hydraulic- or electric- powered impact equipment (e.g., jack hammers, pavement breakers and rock drills) instead of pneumatically-powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed-air exhaust shall be used (a muffler can lower noise levels from the exhaust by up to about 10 dBA). External jackets on the tools themselves shall be used, where feasible to achieve a reduction of 5dBA.
  4. Operation of equipment requiring the use of back up beepers shall be avoided near sensitive receptors to the extent feasible during nighttime construction work hours between 10 p.m. to 7 a.m.
  5. Stationary noise sources shall be located as far from sensitive receptors as feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate, such as with 1-inch thick plywood sheets) shall be installed to ensure noise thresholds specified herein are not exceeded. Enclosure openings shall be faced away from sensitive receptors.
  6. Materials stockpiles as well as staging and parking areas shall be located as far as feasible from sensitive receptors.
  - 7.
  8. Construct temporary or permanent noise barriers to maintain construction noise levels at or below the above noise requirements.
  9. Contractor shall not use local residential streets for haul and delivery truck routes and follow local designated truck routes to the extent feasible.
- C. Noise Control Monitoring. Contractor shall monitor noise levels at the project boundary adjacent to the nearest sensitive receptor if a noise complaint is received, and City Representative determines that such complaint is valid, or as otherwise directed by the City Representative. Monitoring locations and methods to be implemented shall be established by a qualified noise and vibration consultant as defined as a Board-Certified Institute of Noise Control Engineering

(“INCE”) member or other qualified consultant or engineer submitted for approval to and approved by the City Representative.

1. If noise thresholds are exceeded, Contractor shall stop the work activity causing the complaint and identify alternate methods and equipment or place restrictions on construction operations to comply with noise thresholds. Noise monitoring shall be performed with a type 1 precision sound level meter.
2. Contractor shall neither resume operations before correcting conditions that cause excessive noise as deemed acceptable by the City nor be entitled to additional compensation or extension of contract time for suspended operations because of its failure to perform noise controls as specified.
3. Contractor shall pay all fines for violations pertaining to noise thresholds specified herein, at no cost to the City
4. In the event monitoring results indicated thresholds are exceeded, the Contractor shall immediately notify the City of the exceedance, identify the source of the exceedance (e.g., unusually noisy method, broken muffler, emergency repair), implement corrective actions, and provide documentation to the City that noise levels are returned to acceptable levels.
5. City will inform Contractor of noise complaints received and the Contractor, in coordination with the City, shall modify any construction activities that generated the excessive noise levels.
6. If Contractor receives noise complaint directly, Contractor shall immediately notify City.

## **1.05 VIBRATION REQUIREMENTS**

- A. Vibration Level Thresholds. Vibration during construction shall not exceed the following thresholds:
1. 0.2 inches per second, peak particle velocity (in/sec PPV) for continuous vibration (e.g., vibratory equipment and impact pile drivers) adjacent to modern industrial/commercial buildings.
  2. 0.50 in/sec PPV for frequent/intermittent vibration adjacent to modern industrial/commercial buildings.
  3. 0.012 in/sec PPV (vibration perception threshold) at adjacent properties (or in accordance to local ordinances) to the extent possible for nighttime construction activities.

- B. Minimum Vibration Control Measures. Contractor shall implement the following minimum vibration control measures. Contractor shall be responsible for ensuring that all implemented vibration control measures are installed and used correctly:
1. Measures listed in “Noise Control Monitoring” in Article 1.04 above.
  2. Using alternative procedures in vibration-sensitive areas, i.e., adjacent to sensitive receptors or historical buildings, by using techniques with lower vibration levels.
  3. Restricting the use of equipment causing vibration (such as impact equipment like a sheep’s foot for compaction) during nighttime hours.
- C. Vibration Control Monitoring. Contractor shall monitor vibration levels at the project boundary adjacent to the nearest sensitive receptor if a vibration complaint is received, and City Representative determines that such complaint is valid, or as otherwise directed by the City Representative. Monitoring locations and methods to be implemented shall be established by a qualified noise and vibration consultant as defined as a Board-Certified Institute of Noise Control Engineering member or other qualified consultant or engineer submitted for approval to and approved by the City Representative.
1. If vibration thresholds are exceeded, Contractor shall stop the work activity causing the complaint and identify alternate methods and equipment or place restrictions on construction operations to comply with vibration thresholds.
  2. The City may require the Contractor to suspend operations when vibration complaints are received, damage or disturbance to adjoining property or occupants has been reported, or vibration exceeds the above-specified limits, such as restricting use of equipment causing vibration disturbances during nighttime hours or slowing the pace of its operations.
  3. Contractor shall monitor vibration at the construction site and adjoining buildings using equipment and methods as deemed appropriate by the City to measure potential building damage and effect on occupants, property and sensitive equipment.
  4. City will inform Contractor of vibration complaints received and the Contractor, in coordination with the City, shall modify any construction activities that generated the excessive noise levels.
  5. If Contractor receives vibration complaint directly, Contractor shall immediately notify City.
  6. The Contractor will neither resume operations before correcting conditions that cause excessive vibration nor be entitled to additional compensation

or extension of contract time for suspended operations because of its failure to perform vibration controls as specified.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 57 14****CONSTRUCTION SITE RUNOFF CONTROL REQUIREMENTS**

**(For Projects Equal To Or Greater Than 5,000 Square Feet; Permit And Erosion And Sediment Control Plan)**

**PART 1 – GENERAL****1.01 DESCRIPTION**

- A. This Section specifies the general requirements for furnishing all labor, materials, equipment, and operations necessary for work related to stormwater and non-stormwater controls to prevent illicit discharges to the City's combined sewerage system pursuant to the Construction Site Runoff Control Program (<https://sfpuc.org/programs/pretreatment-program/construction-site-runoff>).
- B. Include best management practices ("BMPs") for construction site planning and management controls, vehicle tracking and dust controls, erosion and sediment controls, and non-stormwater and waste/material management controls, and spill prevention controls that are to be implemented year-round.
- C. In accordance with Federal, State, and local regulations, it is unlawful to discharge pollutants from construction sites into the City's combined sewer system or other waterbodies within or adjacent to the site. Implement best management practices at all construction sites to minimize the discharge of pollutants into the combined sewer system pursuant to Section 146 of Article 4.2 of the Public Works Code (Construction Site Runoff Control).
- D. This project will disturb at least 5,000 square feet as measured cumulatively and therefore obtain a Construction Site Runoff Control Permit from the San Francisco Public Utilities Commission Wastewater Enterprise, Collection System Division ("SFPUC-WWE/CSD").
- E. Contractor shall be responsible for payment of all fines imposed due to any violations of the Permit requirements or violations of Article 4.2 of the Public Works Code – Construction Site Runoff, available at: [http://library.amlegal.com/nxt/gateway.dll/California/publicworks/publicworkscode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://library.amlegal.com/nxt/gateway.dll/California/publicworks/publicworkscode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1)
- F. All work in this section shall be considered as incidental work to mobilization, unless noted otherwise.

**1.02 RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures



- B. Section 01 35 43 – Environmental Procedures
- C. Section 01 41 00 – Regulatory Requirements
- D. Section 31 23 19 – Dewatering

### **1.03 CONSTRUCTION SITE RUNOFF CONTROL PERMIT AND EROSION SEDIMENT CONTROL PLAN (ECSP)**

- A. As this project disturbs a cumulative area greater than 5,000 square feet, obtain a Construction Site Runoff Control Permit (“Permit”) from the SFPUC-WWE/CSD. Find permit application at: <https://sfpuc.org/programs/pretreatment-program/construction-site-runoff> or obtain at the San Francisco Public Utilities Commission, Wastewater Enterprise, Collection System Division, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7339 or San Francisco Permit Center, 1660 Mission Street, San Francisco. Include in Permit application an Erosion and Sediment Control Plan (“ESCP”).
- B. Obtain the Permit no less than 14 calendar days prior to the commencement of any land-disturbing activities. The City will not honor any claims from Contractor arising from delays in obtaining the Construction Site Runoff Control Permit.
- C. Comply at all times with provisions contained in the Construction Site Runoff Control Permit, which may include but not be limited to specific sampling, inspection, or reporting requirements.
- D. Maintain a copy of the Construction Site Runoff Control Permit and its approved ESCP onsite at all times.

### **1.04 SUBMITTALS**

- A. In accordance with Section 01 33 00 – Submittal Procedures, submit the following documentation listed below.
  - 1. Qualifications of the designated qualified person implementing the ESCP.
  - 2. Construction Site Runoff Control Permit Application – First submit the permit application to the project City Representative for review and approval no less than 45 calendar days prior to the commencement of demolition and earthmoving activities. Upon approval by the project City Representative, submit the application to SFPUC-WWE/CSD (Eric Burton at [EBurton@sfwater.org](mailto:EBurton@sfwater.org) or designee). Upon Permit issuance from SFPUC-WWE/CSD, submit a copy of the permit to the project City Representative.
  - 3. Erosion and Sediment Control Plan (ESCP) – First submit the ESCP to the project City Representative for review and approval no less than 45

calendar days prior to the commencement of demolition and earthmoving activities. Upon approval by the project City Representative, submit the ECSP to SFPUC-WWE/CSD (Eric Burton at [Eburt@sfwater.org](mailto:Eburt@sfwater.org)) along with the Construction Site Runoff Control Permit Application.

4. Copy of written approval from SFPUC-WWE/CSD allowing vegetation clearing, land grading, or any other soil-disturbing activities on projects with slopes 5% and greater to occur between October 15th and April 15 (the rainy season).
5. Self-inspection Checklists – Use form from SFPUC-WWE/CSD for stormwater inspections, available at <https://sfpuc.sharefile.com/d-s0ca145675c44ca99>. Submit monthly. Make reports available upon request by the SFPUC Inspector or the City Representative.
6. Sampling results – Upon request by the City Representative, as warranted.
7. Certificate of Quarantine Compliance from the County Agricultural Commission documenting that hay, straw, or mulch used on the project has been inspected and is weed free.

## 1.05 QUALITY ASSURANCE

- A. Employ a qualified person to develop the ESCP. For sites with slopes greater than 15%, a qualified person is defined as a Qualified Stormwater Developer (“QSD”) (see <https://www.casqa.org/resources/qsp-qsd-qualification>). For sites with slopes less than 15%, a qualified person is defined as a QSD, or a Qualified SWPPP Practitioner (“QSP”) (see <https://www.casqa.org/resources/qsp-qsd-qualification>), or a person certified as a Certified Professional in Erosion and Sediment Control™ (“CPESC”) or a Certified Professional in Stormwater Quality™ (“CPSWQ”) registered through Enviro Cert International, Inc., or other person with demonstrated experience as approved by the City Representative.
- B. The qualified person shall oversee the ESCP, including worker training, implementation of all BMPs, erosion and sediment control measures, inspections, and its reporting requirements.

## 1.06 GENERAL REQUIREMENTS

- A. Adhere to the requirements in the SFPUC Construction Site Runoff Control Technical Standards and Guidelines (February 2014) available at: [https://sfpuc.org/sites/default/files/construction-and-contracts/design-guidelines/CSR\\_TechnicalStandardsGuidelines\\_2014.pdf](https://sfpuc.org/sites/default/files/construction-and-contracts/design-guidelines/CSR_TechnicalStandardsGuidelines_2014.pdf).

- B. Best Management Practices (BMPs): Implement BMPs consistent with:
1. SFPUC Construction Best Management Practices Handbook, available for download at: [https://sfpuc.org/sites/default/files/construction-and-contracts/design-guidelines/CSR\\_BMPs\\_2013.PDF](https://sfpuc.org/sites/default/files/construction-and-contracts/design-guidelines/CSR_BMPs_2013.PDF).
  2. California Stormwater Quality Association's Construction Best Management Practice Handbook, available at for purchase at: <https://www.casqa.org/resources/bmp-handbooks/construction>.
- C. Continuously control surface and ground water at all times during the course of the construction, including Saturdays, Sundays, holidays, work stoppages, during periods of labor strikes, and during periods of work stoppages.
- D. Do not discharge materials other than stormwater and approved non-stormwater discharges to the combined sewer system. Approved non-stormwater discharges include incidental discharges of potable water from irrigation of vegetative erosion control measures and water from dust control applications.
- E. Contractor is advised that the SFPUC-WWE/CSD have the authority to order immediate ceasing of discharge(s) to the combined sewer system. Contractor is solely responsible for all costs associated with ceasing discharges, all costs for delay in operations, and any fines.
- F. Should the existing wastewater (stormwater or non-stormwater discharges) be uncontaminated and subsequently become contaminated due to Contractor's operations, all costs related to satisfactory cleanup and disposal shall be the responsibility of Contractor. Such costs shall include re-design, re-construction, pretreatment and, sewer service permit, usage fee costs necessary to satisfy the above requirements.
- G. Obtain a Batch Discharge Permit (<https://sfpuc.org/programs/pretreatment-program/wastewater-discharge-permits>) from the SFPUC (see also Section 31 23 19 – Dewatering, if applicable) for and prior to dewatering discharges, which include groundwater from excavations, water from truck washing activities, and water from the cleaning or testing of pipes or tanks.
- H. Meet requirements related to Industrial Waste, Article 4.1 of the Public Works Code, for discharges to the City's combined sewer system.
- I. Educate all on-site personnel, including subcontractor personnel, regarding the importance of protecting storm water quality. The qualified person designated to implement the ECSP and/or the Site supervisors shall conduct regular tailgate meetings to discuss pollution prevention.

**1.07 EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS**

- A. Prepare ESCP in consideration of alterations to the site existing topography. Conform ESCP to Section 146.7 of the Construction Site Runoff Control Ordinance and include the below elements.
- B. Site Conditions
  - 1. Project name and Contractor name.
  - 2. Name, address, phone number, email and qualifications of the qualified person designated to implement the ESCP.
  - 3. Description of the current site condition and any site restrictions, limitations, or natural drainages as areas of focus for BMP implementation.
  - 4. Vicinity map showing the location and perimeter of the project site and staging areas (both on and off-site) in relation to surrounding area's watercourse, water bodies, and other significant geographical features. Include parcel boundaries. Show existing and proposed roadways.
- C. Project Description and Construction Activities
  - 1. Brief narrative of the proposed project, nature and purpose of construction activities, description of the total square foot or acreage proposed land disturbing activities, map showing areas to be disturbed, and description of the construction schedule.
  - 2. Highlight any serious considerations related to site planning and management (materials to be stored, waste to be handles).
  - 3. List of other permits received for the project directly associated with water resources.
- D. BMPs and Implementation Schedule
  - 1. A narrative description of the erosion and sediment control BMPs that will be implemented at the site in consideration to construction sequence and schedules, including but not limited to the elements below.
    - a. Pre-Construction Actions: Before construction, evaluate, mark and protect unique areas surrounding the project site.
    - b. Construction Access: Stabilize bare areas (equipment parking areas, construction routes, site entrances) immediately with gravel and other means to control track out.
    - c. Sediment Barriers and Traps: Install basins, traps, silt fences or inlet protection as needed for grading.

- d. Runoff Control: Install diversion, perimeter dikes and outlet protection as needed.
    - e. Land clearing and grading: Begin major clearing and grading after installing sediment and runoff measures. Clear disposal areas as needed.
    - f. Excavation and active construction: Implement measures to protect stockpiles and good housekeeping/spill controls.
    - g. Surface Stabilization: Apply temporary and permanent seeding, mulch, and sod for stabilization immediately on all disturbed areas where work is delayed or completed.
    - h. Building construction: Install necessary erosion and sediment controls while excavation, paving and installing utilities, and demolition.
    - i. Landscaping and final stabilization: Stabilize all open areas, including spoil areas. Remove temporary control measures and stabilize.
  2. A narrative description of the good housekeeping/spill control measures that will be implemented at the site in consideration to schedule to prevent stormwater from becoming polluted by contact with other construction materials prior to discharge into storm drains such as raw/loose asphalt and concrete, concrete waste water, hazardous materials (i.e., paints, lubricants, fuel), and leaking equipment and spills.
- E. Site Plan (plan view drawing or set of drawings)
1. Legend, north arrow, and scale of the drawing.
  2. The site layout, construction site boundaries and, as applicable, a “limits of disturbance” line with the overall site to show the limit of soil disturbance and areas where existing vegetation will be preserved.
  3. All streams and drainage ways, all storm drain inlets and outlets, and State and Federal wetlands, if any.
  4. Area drainage and proposed direction of drainage channels.
  5. Contours for the existing topography and proposed grading.
  6. Locations and types of erosion and sediment control BMPs, as well as dewatering and soil stabilization controls, where applicable.
  7. Stockpile locations, materials storage (e.g., trash, soil, fuel, construction materials, hazardous materials) and staging areas and good housekeeping/spill controls.

8. Location of vehicle/equipment wash and maintenance areas and good housekeeping/spill controls.
  9. Location of entrances/exits to the project area and track-out controls.
  10. Dewatering discharge points for construction wastewater (i.e., groundwater, stormwater, and dewatering byproducts and controls where applicable.
  11. Locations of contaminated soils or groundwater.
  12. Standard notes (see notes in Appendix 6.1 of the SFPUC (2013) Construction BMP Handbook).
- F. Maintenance and Inspection
1. Summary of maintenance and inspection requirements for erosion and sediment control BMPs and for good housekeeping/spill controls.
  2. Copy of the Self-inspection form to be used.
- G. Spill Prevention and Response Procedures
1. Description of procedures to respond to spill of hazardous materials, including a list of key contacts responsible for spill response.
  2. Statement that Contractor shall provide training to all personnel, including subcontractor personnel, on the spill response procedures.
- H. Final Statements
1. Include a note that specifies that the SFPUC-WWE/CSD be notified 48 hours prior to the commencement of construction.
  2. Include a statement that if there are (1) significant site changes or (2) there will be changes in the project components and methods, the Contractor will resubmit a revised ESCP to the City Representative for approval (1) within one week of the significant site changes or (2) before such changes occur.
  3. Include the following statement: "Review and/or approval of the ECSP does not relieve Contractor from its responsibilities for compliance with the requirements of the Construction Site Runoff Ordinance, nor does an approved ECSP relieve Contractor from errors or omissions of the approved plan."

4. Include a signed Contractor's Certification that states: "I certify under penalty of perjury that the information contained on the ESCP is accurate and true."
  5. Include a signed Owner's Certification that states: "I, the undersigned, certify that all land clearing, construction, and development should be done pursuant to the approved plan." This must be signed in ink on each plan submitted or on an original reproducible.
  6. Include the following note: "If the approved plan needs to be modified, the SFPUC may require additional sediment and stormwater controls." Implement modifications through the project City Representative."
- I. Identify in ECSP that Contractor must obtain written approval from SFPUC-WWE/CSD allowing vegetation clearing, land grading, or any other soil-disturbing activities on projects with slopes 5% and greater to occur beyond October 15th. An extension requires meeting the below conditions. Contractor shall pay any associated fee.
1. Project is substantially complete;
  2. Remaining work can be finished in a short period of time;
  3. Completion of work will better stabilize the site;
  4. BMPs identified in the ECSP have been installed prior to October 1st;
  5. BMPs have been inspected by the City Representative and found to be adequate; and/or
  6. Weather permits.

#### **1.08 EROSION AND SEDIMENT CONTROL PLAN (ESCP) IMPLEMENTATION**

- A. Make Permit and ESCP available on site at all times.
- B. Promptly remove and correct damage resulting from any soil, miscellaneous debris or other materials washed, spilled, tracked dumped or otherwise deposited on public streets, highways, sidewalks or other public thoroughfare, incident to the construction activity, or during transit to and from the construction site.
- C. Contractor's qualified person shall review the ECSP and design of erosion and sediment control BMPs each year prior to the next rainy season (Oct 1 – April 15) and modify it as necessary.
- D. Provide devices or locations necessary to conduct sampling or metering operations, if requested by the SFPUC Inspector or the City Representative.

- E. Immediately notify the City Representative of any suspected, confirmed or unconfirmed release of sediments or other pollutants that create a risk of polluted stormwater or non-stormwater discharges into the combined sewer system or other waterbody.
- F. Milestone notifications. Notify the City Representative at least two working days before the following milestones occur:
  - 1. Start of construction.
  - 2. Erosion and sediment control measures are completely installed.
  - 3. Final grading has been completed.
  - 4. Project completion.
- G. Inspection, Maintenance and Repair Procedures
  - 1. Qualified person(s) as defined above shall perform inspections.
  - 2. Inspect BMPs in all disturbed areas, materials storage and staging areas, locations where vehicles enter and exit the site, and all catch basins, storm drains and inlets, and wherever else BMPs are used.
- H. Schedule of inspections
  - 1. October 1st through April 15th (rainy season): Inspect daily if performing clearing, grading, and excavating activities or inspect no less than weekly if performing any other activities.
  - 2. April 16th through September 30th (dry season): Inspect no less than weekly for all activities.
- I. Maintenance and Repair
  - 1. Initiate any necessary modification to BMPs within 72 hours of identification and complete modifications as soon as possible thereafter.
  - 2. During extended rain events, repair, replace, or add additional BMPs immediately if sediment-laden water or other potentially polluted construction water is being discharged from the site to storm drains, when safe to do so.
- J. Inspection Report and Retention of Records
  - 1. Use the Self-inspection Checklist provided at <https://sfpuc.sharefile.com/d-s0ca145675c44ca99> for both the daily and weekly inspections.



2. Keep inspection reports at the job trailer so that during an inspection, they can be shown to the SFPUC Inspector and City Representative.
3. Submit copies of the inspection reports monthly.

## **1.09 MINIMUM BEST MANAGEMENT PRACTICES (BMPS) REQUIREMENTS**

### **A. Management of Construction Materials**

1. Cover and berm stockpiled construction materials that are not actively being used. Place stockpiles a minimum 50 feet away from concentrated flows of stormwater, drainage courses, and inlets.
2. Protect stockpiles with a temporary linear sediment barrier berm prior to the onset of precipitation. During the rainy season, protect all stockpiles from stormwater runoff by completely covering them and keeping the perimeter barriers around at all times.
3. Store chemicals in watertight containers with appropriate secondary containment to prevent any spillage or leakage or in a storage shed (completely enclosed). Also store chemicals and any other hazardous materials properly labelled and pursuant to manufacturer's recommendations.
4. Minimize exposure of construction materials to precipitation. This excludes materials and equipment that are designed to be outdoors and exposed to environmental conditions (e.g, poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
5. Provide for continuous misting of water using hoses on the project, and on roads and other areas immediately adjacent to the project limits, wherever traffic or buildings that are occupied or in use, are affected by dust caused by hauling or other operations. The materials and methods used for water laying shall be subject to the approval of the City Representative.
6. Provide for prompt and daily proper removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked, or otherwise deposited thereon by Contractor's hauling and other operations.
7. Only use cold patch asphalt for smoothing around trench plates. Do not use cold patch asphalt in any way to prevent stormwater from entering the work area or to intercept and direct stormwater around the work area.

### **B. Rainstorm BMPs**

1. During the rainy season, keep all paved areas clear of earth material and debris. Maintain site to minimize sediment runoff to any storm drain system.

2. During periods when storms are forecast:
  - a. Do not place excavated soils in streets or on paved areas.
  - b. Remove any excavated soils from the site by the end of the day when feasible.
  - c. Where stockpiling is necessary, use a tarpaulin or surround the stockpile material with fiber rolls, gravel sediment barrier, silt fence or other runoff controls.
  - d. Use inlet controls as needed (e.g., block gravel sediment barrier from storm drain adjacent to the project or stockpiled soil).
3. Alert stand-by crews for emergency work during rainstorms. City Representative may also alert Contractor's stand-by crews.
4. After October 1st through April 15th, inspect all erosion control measures daily and after each storm. Repair BMPs at the close of each day and whenever rain is forecast.
5. Stockpile gravelbags (no sandbags) on site and place at intervals shown on erosion control plans when the rain forecast is 40% or greater or when directed by the City Representative.
6. After rainstorms, check for and remove sediment trapped by gravel bags, fiber rolls, silt fence or any other sediment control. Replace sediment controls if deterioration is evident.
7. Avoid paving during the wet season. Do not apply seal coat, tack coat, slurry seal or fog seal during rain.

C. Waste Management BMPs

1. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the combined sewer system.
2. Remove sediment and trash accumulated in drainages or detention basins as soon as possible. In addition, skim oil and material floating on water surfaces immediately and properly dispose of the debris.
3. Ensure the containment of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants to the combined sewer system. Place them away from storm drains, anchor them to the ground, and provide secondary containment. Licensed waste material handlers must service portable sanitary facilities regularly enough to prevent exceeding their capacities.
4. Clean or replace sanitation facilities and inspect them regularly for leaks and spills.

5. Cover waste disposal containers at the end of every business day and during a precipitation event.
6. Prevent discharges from waste disposal containers to the combined sewer system.
7. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.
8. Implement procedures that effectively address hazardous and non-hazardous spills.
9. Utilize spill response procedures that include: providing equipment and materials for cleanup of spills on site, so that spills and leaks may be cleaned up immediately and properly disposed, and assigning and training appropriate spill response personnel.
10. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas or into storm drains or waterbodies.
11. Vacuum the slurry generated from saw cutting operations so there is no discharge into the underlying soil, storm drains or waterbodies.
12. Collect and remove all grindings and wastes from removal of pavement as work progresses. Cover materials and wastes associated with paving with plastic.
13. Drill cuttings, excess water from the drilling process, and other drilling byproducts shall be contained within secondary containment at the work site and hauled off site for disposal each day. Such material may be temporarily stored at staging areas contained within a closed dumpster.
14. Wash/clean out paint brushes, spray guns, and other tools into a hazardous materials barrel or original container. Do not wash out such tools in a manner that would allow wash water to enter a storm drain or other waterbody.

D. Vehicle Storage and Maintenance BMPs

1. Prevent oil, grease, fuel, chemicals, or other waste from leaking into the ground, storm drains, and catch basins.
2. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.

3. Monitor on-site vehicles for leaks. Use drip pans used where there are leaks and repair the leaky equipment as soon as possible. Drain drip pans containing oil into waste oil drums on a regular basis. City Representative may require contractor to remove equipment that continues to leak despite maintenance.
4. Ensure safety of vehicles operating in roadway(s) adjacent to erosion control facilities.

E. Vehicle Tracking and Dust Control

1. Implement BMPs to prevent the off-site tracking of loose construction and landscape materials.
2. Stabilize all entrances/exits to prevent the tracking of soils and sediment from leaving the construction site. BMPs may include installation of a rock pad or a construction mud mat, which shall be designed to support the heaviest and widest equipment entering the project site. Anchor mud mats to the adjacent surface. Size length of rock pads 15 meters minimum or four times the circumference of the largest construction vehicle tire, whichever is greater. Use crushed aggregate that is greater than 3 inches but smaller than 6 inches and provide an 8" minimum thickness for the full width of the entrance/exit. Replace aggregate when it becomes worn and is no longer effective.
3. Grade construction entrances/exits to prevent runoff from leaving the site. Direct all runoff from the access through a sediment-trapping device prior to discharge.
4. Stabilize construction roadways. Provide a surface cover, i.e., gravel, for roadways exceeding 15 percent slope.
5. Remove sediment and any other materials that have been spilled, washed, tracked, or otherwise deposited on roadways daily. Use only wet vacuum sweepers.
6. As decided by the Contractor or where mud mats and rock pads are deemed inadequate by the City Representative (e.g., regular and significant sediment deposition off site), additionally install a tire wash.
7. Dust Control: Employ construction methods and means that will keep airborne dust to the minimum to prevent track out. These may include but not be limited to spraying with a water truck, covering stockpiles, and applying a cover to exposed soil areas (e.g., tackifier, mulch, gravel).

F. Erosion and Sediment Control BMPs

1. Temporary sediment barriers such as silt fences, berms, dikes, fiber rolls, gravel bags or straw bale barriers. Install these barriers at the locations with potential erosion and to the limits shown on the approved ESCP and as otherwise directed by the City Representative. Relocate them as necessary for construction operations, with prior approval from the City Representative. Remove sediment from behind sediment controls no later than when the sediment accumulation reaches one-third (1/3) barrier height. Remove the temporary barriers at the end of the project.
2. Install and maintain silt dams (or check dams) on public streets to prevent sediments from flowing into storm drain inlets and public streets. Protect storm drain inlets by surrounding the inlets with BMPs such as fiber rolls or filters media, silt fence, and gravel bags, appropriate to the type of inlet and traffic and as approved by the City Representative.
3. Use erosion Control Blankets to control to stabilize disturbed and exposed soil, if weather warrants such blankets.
4. Install silt fencing at the foot of the slope of the slope around the entire perimeter of the stockpiled soil.
5. Install V-ditches and silt traps/sediment traps at the perimeter of the stockpile to collect runoff where necessary to allow flow to continue to storm drain inlets.
6. As part of the erosion control measures, complete installation of underground storm drain facilities as shown on the improvement plans where designed for this project.
7. Protect borrow areas and temporary stockpiles with appropriate erosion control measures to the satisfaction of the City Representative.
8. If existing driveway is removed during construction, place drain rock as a gravel roadway (8" minimum thickness for the full width and length of site egress area as defined in the ESCP or contract drawing) at the entrance of the site.
9. Prior to seeding, roughen/scarify and decompact soils to facilitate germination.

G. Dewatering

1. Conduct dewatering operations in a manner that removes sediment and other pollutants prior to discharge into the sewer system, such using dewatering tanks or sediment filter bags. Obtain a Batch Permit from SFPUC-WWE/CSD prior to dewatering to the sewer. See

Section 01 35 43 – Environmental Procedures and Section 31 23 19 –  
Dewatering.

## **1.10 SPILL PREVENTION AND RESPONSE PROCEDURES**

- A. Minimize the potential for spills of pollutants stored onsite. Minimize leaks and spills, and if observed or caused, clean them up immediately and institute preventive measures.
1. Be aware of potential spill areas and drainage routes in work areas.
  2. Keep containers closed at all times except when transferring contents. Keep materials, including paints, drill lubricants, oils, fuels, stucco, and other construction materials properly labeled, pursuant to manufacturer's recommendations, and in secondary containment.
  3. Do not attempt to carry or move heavy containers of oil or hazardous materials.
  4. Use funnels, pumps with closed hose systems, or other means to prevent spills while transferring material from large containers to small ones. Do not leave pumps in operation left on, unattended.
  5. Store hazardous materials in a designated area that is away from vehicle/traffic areas.
  6. Immediately notify the supervisor of any spill. It is the responsibility of Contractor's designated Safety Officer to direct the cleanup activities and contact necessary regulatory agencies. Post all necessary emergency telephone numbers at the construction site at a location accessible to all personnel.
  7. Know the proper methods to clean up small spills in their work areas, and how spent cleanup material shall be managed and disposed of.
  8. Contractor's designated qualified person shall record all steps taken to control spills in the daily inspection checklist.
  9. Keep spill cleanup equipment readily available on site. Emergency response equipment includes absorbent socks, over pack drums, personal protective equipment, shovel, labels, valves, valve charts, valve wrenches to shut off water supply, etc.
  10. Provide secondary containment for all hazardous materials while used at the work site. See Part 2 – Products below for acceptable secondary containment products. The height of the containment wall or dike shall be no less than 12 inches. Clear secondary containment of water, sediment, or other construction material prior to any forecast storm and after storms.

If water is suspected of being contaminated (e.g., equipment has been leaking, there is an odor, stained soil or sheen), dispose the water/soil off-site as a hazardous waste.

## **PART 2 – PRODUCTS**

### **2.01 PRODUCT LIST**

- A. Store adequate quantities of BMP materials on-site at all times for installation as needed.
- B. Silt fence: Geotextile fencing made of woven monofilament polypropylene geotextile material. Bury fence to a depth of 6 inches and extend no less than 36 inches above ground.
- C. Fiber or sediment rolls shall be certified, weed-free and shall be free of plastic monofilament netting or mesh. Netting or mesh shall consist of natural/biodegradable fibers.
- D. Manufactured berms for secondary containment such as ENPAC Snap Wall Containment Berm, the ENPAC® Stinger Berm™, the CONDOR Spill Containment Berm, the ULTRATECH Economy Model Berm, the BLACK DIAMOND Snap-Up Containment Berm or, contained as approved by the City Representative, equivalent constructed secondary containment with berms and lined with a material resistant to the properties of the hazardous material being used.
- E. Keep hydrocarbon detection strips onsite to screen for presence of hydrocarbons in water such as or equivalent to those available at:  
<https://www.ciagent.com/wastewater-dewatering-and-filtration/hydrocarbon-detection-strips-oil-testing/>.

## **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 60 00****PRODUCT REQUIREMENTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section describes the requirements for the proper handling, storage and protection of project materials and equipment.
- B. Information related to the purchase of equipment to achieve LBE subcontracting goals, if applicable, is also presented in this Section.
- C. Related Documents and Sections
  - 1. Section 01 33 00 – Submittal Procedures

**1.02 PRODUCTS**

- A. Material and equipment incorporated in the Work shall be new, unless otherwise specified or indicated; in a condition acceptable to the City Representative; and suitable for the use intended.
- B. No material or equipment shall be used for any purpose other than that for which it is designed, specified or indicated.

**1.03 QUALITY CONTROL**

- A. Include within the Contractor's quality control program procedures for full protection of materials and equipment in accordance with manufacturer's recommendations.

**1.04 QUALITY ASSURANCE**

- A. The City Representative may perform quality assurance sampling and testing on materials to be incorporated into the work. The City Representative may use test results from the Contractor's quality control efforts to determine acceptability of materials, rather than perform additional and separate testing of materials and equipment. Sampling and testing performed at the City Representative's discretion may not be used by the Contractor as part of the Contractor's responsibility for quality control.
- B. When requested by the City Representative, the Contractor shall furnish, without charge, samples of materials entering the work. No material shall be used prior to approval of the City Representative. Samples shall be taken in the presence of the



City Representative. The number of the samples and test specimens required shall be entirely at the discretion of the City Representative.

- C. Reports and records of inspections made and tests performed by the city, when available at the site of the work, may be examined by the Contractor.
- D. The City Representative shall have access to materials and free entry to any parts of any manufacturing plant producing materials and/or equipment for the work.

#### **1.05 MANUFACTURER'S SERVICES**

- A. The Contractor shall require material suppliers and product manufacturers to provide site representation on the request of the City Representative for qualifying and verifying the use of their materials for the project purpose and conditions.

#### **1.06 MANUFACTURER'S RECOMMENDATIONS**

- A. Except as otherwise approved by the City Representative, the Contractor shall comply with manufacturer's recommendations on product handling, storage, and protection.

#### **1.07 TRANSPORTATION AND DELIVERY**

- A. The Contractor shall transport and handle products, including spare parts and special tools, in accordance with manufacturer's instructions.
- B. The Contractor shall transport and deliver manufactured products, undamaged, in manufacturer's original, unbroken containers or packaging, clearly identified with manufacturer's name, product name, and instructions.
- C. The Contractor shall handle products to avoid soiling and damaging the products and their packaging.
- D. Immediately upon delivery, the Contractor shall inspect shipments to assure compliance with the Contract Documents and reviewed submittals, and to verify that products are undamaged and properly protected from potential damage.
  - 1. The Contractor shall maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. The Contractor shall promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements at no increase in Contract Sum.
  - 3. Unsuitable materials and products not removed promptly from the job site by the Contractor may be removed by the City. Removal costs shall be paid by the Contractor.

- E. The transfer of spare parts for an equipment system shall be completed before Functional Testing begins. The Contractor shall designate and provide one or more persons to be responsible for the inventory of spare parts to be provided under the Contract and as specified in the Technical Specifications. After completion of the Manufacturer's Certificate of Installation for an equipment system, this person or persons shall deliver the specified spare parts (with each item securely tagged / identified) on that equipment or system to a storage site designated by the City. The Contractor, in the presence of the manufacturer's representative and the City, shall physically inventory, and document each spare part and shall transfer responsibility for storage of the spare parts to the City.
- F. The City Representative may reject as non-complying such material and products that do not bear identification satisfactory to the City Representative as to manufacturer, grade, quality, and other pertinent information.

## **1.08 STORAGE**

- A. The Contractor shall:
  - 1. Store and protect products, including spare parts and special tools, in accordance with manufacturer's instructions, with seals and labels intact and legible. Spare parts and special tools shall remain with the equipment to which they belong until they are officially transferred to the City Representative.
  - 2. Store sensitive products in weather tight, climate controlled enclosures.
  - 3. Store fabricated products above the ground, on blocking or skids, to prevent soiling and staining of the products.
  - 4. Provide off-site storage and protection when site does not permit on-site storage or protection.
  - 5. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
  - 6. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
  - 7. Arrange storage to facilitate inspection of products. Periodically inspect stored products to assure that products are maintained under specified conditions and free from damage and deterioration.
  - 8. Store products subject to damage from the elements in weather tight enclosures, maintaining temperature and humidity within the ranges specified by the manufacturers. Electrical and instrumentation and control equipment shall have space heaters energized or be provided with a

suitable temporary heat source such as light bulbs in order to prevent condensation/moisture damage.

9. Mechanical equipment shall be properly lubricated and periodically rotated to prevent seizing or binding, as recommended by the manufacturer.
10. Equipment having bare metal or only shop applied primer shall receive special attention to ensure that it is adequately covered/protected to prevent rust.
11. Provide coverings as necessary to protect installed products from damage from traffic and construction operations including due to dust and moisture. Remove coverings when no longer needed.
  - a. Use protective covering and blocking materials that do not soil, stain, or damage materials and equipment being protected.
12. Contractor shall maintain a preventive maintenance record for all material and equipment requiring preventive maintenance by the manufacturer. A monthly report of all maintenance performed shall be submitted to the City Representative to certify maintenance has been performed as recommended by the manufacturer.

#### **1.09 HANDLING**

- A. The Contractor shall use means necessary to protect the materials and equipment of this Section before, during and after installation and to protect the installed work and materials and equipment of other trades.
  1. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
  2. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or material to be moved over such surfaces.
  3. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the City.
- B. The Contractor shall clean exposed materials and equipment at the time of acceptance of the installation for Substantial Completion.

#### **1.10 REPAIRS AND REPLACEMENTS**

- A. The Contractor shall promptly replace lost or damaged materials and equipment with replacements of like kind and quality or repair them at no additional cost to the City.

- B. Damage to any of the Work and/or existing premises prior to acceptance by the City is the responsibility of the Contractor. Should any new materials and equipment become damaged, the Contractor shall restore it to its original condition and finish before final acceptance.
- C. Additional time or costs required to secure replacements and to make repairs will not justify an extension in the Contract Time nor an increase in the Contract Sum.
- D. All materials which the City Representative has determined are not in conformance with the requirements of the plans and specifications will be rejected whether in place or not. The rejected materials shall be removed immediately from the site of the work, unless otherwise permitted by the City Representative. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the City Representative.
- E. Should the Contractor fail to promptly comply with any order by the City Representative to remove and replace rejected material or equipment, the City Representative may deduct the cost for removal or replacement from any moneys due or to become due to the Contractor.

**1.11 SPECIALLY MANUFACTURED ITEMS AND CALCULATING THE APPLICABLE LBE CREDIT TOWARDS THE LBE SUBCONTRACTING REQUIREMENT**

- A. Not Used

**1.12 INSPECTION, QUALITY SURVEILLANCE, REJECTION OF MATERIALS AND WORKMANSHIP**

- A. All materials and equipment furnished and Work performed shall be satisfactorily inspected by the Contractor at its expense. The City and its authorized representatives or other persons deemed necessary by any of them acting within the scope of the duties entrusted to them (collectively, "City") may, at any time conduct quality surveillance or quality audit of materials and equipment furnished and Work performed.
- B. Contractor shall provide the City with full and free access to worksites, shops, factories, storage facilities and other places of business of Contractor and its Subcontractors and Suppliers and Manufacturers, and major component sub-vendors, for such quality surveillance or audit. Contractor shall provide safe and adequate facilities, drawings, documents, un-priced purchase orders, schedules, supplier or manufacturer contact information, and samples as requested, and provide assistance and cooperation including stoppage of Work to perform such examination as may be necessary to determine compliance with the requirements of the Contract.

- C. Any Work covered prior to any quality surveillance or test by the City shall be uncovered and, after such surveillance or test, recovered at the expense of Contractor. Failure by the City to conduct such quality surveillance or to discover defective design, materials, or workmanship shall not relieve Contractor of its obligation under the Contract nor prejudice the rights of the City thereafter to reject or require the correction of defective Work in accordance with the provisions of the Contract.
- D. If any Work is determined to be defective or not in conformance with the Contract, Contractor will be notified in writing and shall, at Contractor's expense, immediately remove and replace or correct such defective Work.

### **1.13 EXPEDITING**

- A. Contractor is solely responsible for completing all Work in accordance with the Construction Schedule. As provided in the General Conditions, any material and equipment furnished and Work performed by Contractor under the Contract will also be subject to expediting by the City.
- B. Contractor shall provide the City with full and free access to worksites, shops, factories, storage facilities and other places of business of Contractor and its Subcontractors and Suppliers for expediting purposes.
- C. As requested by City, Contractor shall promptly provide un-priced copies of all purchase orders, detailed schedules and progress reports for use in expediting and shall cooperate with City in expediting activities.

### **1.14 PROJECT-SPECIFIC REQUIREMENTS**

- A. Not Used.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 71 33****PROTECTION OF ADJACENT CONSTRUCTION****PART 1 – GENERAL****1.01 SUMMARY**

- A. Section includes the following topics:
  - 1. Related Sections
  - 2. Existing Utilities and Improvements
  - 3. Rights-of-Way
  - 4. Restoration of Pavement
  - 5. Trees within Project Limits
  - 6. Joint Survey to Establish Authenticity of Possible Claims
  - 7. Protection of Existing Buildings and Improvements Adjacent to Excavation
  - 8. Project-Specific Requirements
- B. Related Sections:
  - 1. Section 00 72 00 – General Conditions
  - 2. Section 00 73 20 – Existing Utility Facilities
  - 3. Section 01 11 00 – Summary of Work
  - 4. Section 01 50 00 – Temporary Facilities and Controls

**1.02 RIGHTS-OF-WAY**

- A. Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall Contractor enter upon the rights-of-way involved until the owner of the structure or facility has been properly notified and authority has been secured therefore.

- B. After receiving authorization, Contractor shall give said party due notice of intention to begin work, and shall give said party convenient access for removing, shoring, supporting, or otherwise protecting such facility or structure.

### **1.03 PAVEMENT AFFECTED BY WORK**

- A. General: All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing undisturbed areas, except where specific resurfacing requirements are called for in the Contract Documents or in the permit requirements of the agency issuing the permit. All pavements that are subject to partial removal shall be neatly saw cut in straight lines. The Contractor shall contain all debris generated by sawcutting operations and dispose of properly. Sawcutting debris shall not be allowed to flow in gutters or enter into any stormwater collection basin.
- B. Temporary Resurfacing: Whenever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing in a satisfactory condition for the required period of time before proceeding with the final restoration.
- C. Permanent Resurfacing: Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in neat straight lines. All pavement restoration shall be constructed to finished grades compatible with undisturbed adjacent pavement.
- D. Restoration of Sidewalks or Driveways: Wherever sidewalks, curbs and gutters, or driveways have been removed for construction purposes, place suitable temporary sidewalks, curbs and gutters, or driveways promptly after backfilling and maintain them in satisfactory condition for the period of time before the final restoration has been made.

### **1.04 TREES WITHIN PROJECT LIMITS**

- A. General: Exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within the Contract limits. Immediately notify the City Representative if any tree is damaged by Contractor's operations. If, in the opinion of the City Representative, the damage is such that replacement is necessary, replace the tree at the direction of the City Representative and at no cost to the City.

### **1.05 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE CLAIMS AND ENVIRONMENTAL PROTECTION**

- A. The Contractor shall use reasonable methods and shall take adequate precautions to prevent damage to existing buildings, structures, and other improvements during the prosecution of the Work.

- B. The Contractor shall retain a photographer experienced in performing preconstruction and post-construction documentation of all existing nearby structures. The survey shall be made using still photographs and digital video.
- C. After the Contract is awarded and before the commencement of Work, the City Representative will arrange for a joint examination of existing buildings, structures, other improvements, and environmental conditions in the vicinity of the Work, as applicable, which might be damaged or affected by the Contractor's operations.
- D. The examination of the exterior of existing buildings, structures, and other improvements located within 25 feet of the construction excavation will be made jointly by authorized representatives of the Contractor, the City, and property owners under the supervision of the City Representative. The scope of each examination shall include, but is not limited to, recording of cracks in structures, settlement, leakage, and any other physical features that may be appropriate. If vibration monitoring is also included in the contract, the information in this article shall complement, not supersede, the requirements of the vibration monitoring section.
- E. Records in triplicate of all still photographs and video will be prepared by the photographer. One copy shall be delivered to the Contractor, one copy will be kept on file at the office of the City Representative, and the third copy will be retained by the City. The photographer may be required to attest to the fact that he/she took the subject photographs or video on certain dates in the presence of the individuals named above; however, in no case, will he/she offer an opinion as to the cause of cracks, settlement, leakage, or other physical conditions.
- F. The above records and photographs are intended for use as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the adjacent property owners, the Contractor, and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor operations, occurred during the Contract Work.
- G. The photographic survey records shall have a vicinity map showing general location of buildings, a map showing the location of each picture with reference to the general layout of the building, and photograph log by number and description of observation. The still photographs shall be in color, medium format, and contact print. Each photograph shall have a sequential photo number for each property, date, address, and true scale. Photographs may be taken as close as 2 feet and as far as 20 feet.
- H. The work of this Article will be paid for under the "Mobilization" Bid Item.



**1.06 PROTECTION OF EXISTING BUILDINGS AND IMPROVEMENTS  
ADJACENT TO EXCAVATION**

- A. The Contractor shall submit to the City Representative for review, calculations prepared by a Contractor-employed civil or structural engineer, registered in California, showing the method and details of support of excavations in order to prevent lateral movement and settlement of adjacent buildings and improvements. The excavation support system shall conform to the requirements of Sections 6705 and 6707 of the California Labor Code. Do not construct any such shoring or excavation support system prior to City approval of required Submittals.
- B. The responsibility for the method of excavation and for the design of the support system will remain with the Contractor, and he/she will be responsible for, and shall repair any damage caused by lateral movement and/or settlement to the adjacent buildings and to any other improvements.
- C. Any lagging or other support members that are to remain in place shall be treated wood or steel. The plans submitted by the Contractor shall show the method of installing and removing any wood supports that may be used.
- D. The Contractor shall be wholly responsible for supporting all adjacent buildings and improvements. Materials and work related thereto as well as all engineering and design described in paragraph "A" of this Article shall be considered as incidental work and no separate payment will be made by the City therefore.
- E. Dewatering related to the requirements of this Article shall be considered incidental work and no separate payment will be made by the City therefor.

**1.07 PROJECT SPECIFIC REQUIREMENTS**

- A. Not Used.

**PART 2 – PRODUCTS (NOT USED)****PART 3 – EXECUTION (NOT USED)****END OF SECTION**

**SECTION 01 77 00****CLOSEOUT PROCEDURES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Specification Section describes the closeout procedures for this project, including the following items:
  - 1. Close-out Meeting
  - 2. Inspection for Substantial Completion and Final Inspection
  - 3. Final Payment
  - 4. Final Cleaning
  - 5. Project As-Built Documents
  - 6. Release of Liens or Claims
  - 7. Agency and Private Property Owner Signoffs
- B. Related Documents and Sections include:
  - 1. Section 00 72 00 – General Conditions
  - 2. Section 01 50 00 – Temporary Facilities and Controls
  - 3. Section 01 78 39 – Project Record Documents
  - 4. Section 01 78 36 – Warranties

**1.02 PROCEDURES**

- A. Close-out Meeting:
  - 1. When the Work is 90% complete, the City Representative will arrange a close-out meeting with the Contractor, to determine the status of completion. The City Representative will provide a list of items and work required for Substantial Completion for discussion of current status and Contractor's plans for completion. The purpose of the close-out meeting is to plan for an orderly completion of the project within the Baseline schedule.

2. Immediately following the close-out meeting, the City Representative will prepare a list of actions, which are still open, or pending that need to be resolved prior to the Contractor requesting Substantial Completion. Such actions may include, but are not necessarily limited to, equipment and system testing, operator training, operations and maintenance data and manuals, interim Contractors as-built documents, outstanding quality CARs and NCNs, administrative activities and reporting, and documentation of final quantities and force account Work.
- B. Substantial Completion Inspection
1. Inspection for Substantial Completion shall be performed in accordance with the General Conditions and may generate a Punch List / Substantial Completion.
- C. Punch List / Final Completion
1. When the City Representative determines that Substantial Completion can be granted to the Contractor, the Punch List / Final Completion will be transmitted to the Contractor electronically.
- D. Final Inspection:
1. Inspection for Final Completion shall be performed in accordance with Article 9 of the General Conditions.
  2. The Contractor's written notice described in Article 9 of the General Conditions shall certify the following:
    - a. Work has been completed in accordance with the Contract Documents
    - b. All Punch List / Final Completion items have been completed
    - c. Demobilization and cleanup of the site has been completed
    - d. Work is ready for final inspection
- E. Prior to the final payment recommendation by the City Representative, the Contractor shall furnish to the City Representative the following administrative close-out submittals:
1. Notice of Final Completion including, if applicable, Certificate of Occupancy as evidence of compliance with the requirements of governmental agencies or local authority having jurisdiction; and
  2. Evidence of payment and final release of liens.
- F. The Contractor shall submit the following to the City Representative requesting final adjustment of accounts:

1. Request for Final Payment
  2. Final statement of accounting, certified payroll records, and final Change Order, if required, showing adjustments to the Contract Sum for all force account Work and allowance items.
  3. Other contractual documentation required by the City.
- G. All prior estimates and payments shall be subject to correction by the City in the final estimate and payment per the General Conditions.

### **1.03 FINAL CLEANING**

- A. Final acceptance of the Work by the City will be withheld and the Contractor subjected to remedies as provided in General Conditions until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
1. Should the City elect to partially occupy or use portions of the Work prior to completion, the Contractor shall perform final cleaning for those portions of the Work prior to their being so occupied or used.
- B. "Clean," as used in this Section, shall mean the level of cleanliness generally provided by skilled cleaners. For interior areas, this involves using commercial quality building maintenance equipment and materials. For exterior areas this means broom cleaning, removal of temporary construction materials and equipment and disposal of all debris and rubbish.
- C. The Contractor shall comply with applicable regulatory requirements during cleaning and disposal operations, and use cleaning materials, which will not create hazards to health or property or cause damage to products or Work.
- D. The Contractor shall use only cleaning materials and methods, which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.
- E. The Contractor shall completely clean structures inside and out and adjacent sidewalks and street to curb. The Contractor shall also perform the following cleaning operations as applicable to the Work:
1. Remove dust, dirt, grease, stains, labels, spilled or spattered materials, and other foreign matter from surfaces exposed to view in the completed Work.
- F. The Contractor shall schedule final cleaning operations to prevent resulting dust and other contaminants from adhering to wet or newly finished surfaces and to enable the City Representative to accept a completely clean Work.

- G. See additional cleaning requirements specified in Section 01 50 00.

#### **1.04 PROJECT RECORD DOCUMENTS**

- A. The Project Record Documents per Section 01 78 39 shall be signed and dated by Contractor and submitted to the City Representative prior to issuance of a Notice of Substantial Completion by the City.

#### **1.05 RELEASE OF CLAIMS**

- A. Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the City, complete, execute and deliver at the time of final payment, as a condition precedent to final payment, a release using the form attached as Exhibit A to this Section.

#### **1.06 AGENCY AND PRIVATE PROPERTY OWNER SIGN-OFFS**

- A. The Contractor shall provide a written signed release from each permitting agency that issued an encroachment, fill and grading, or other permit during the course of the project that each permit condition including restoration has been satisfactorily completed.
- B. The Contractor shall provide a written signed release from each private property owner for lands used by the Contractor for staging areas, spoils disposal, or other purposes during the course of the project that the lands have been satisfactorily restored to their pre-construction condition.

#### **1.07 PROJECT SPECIFIC REQUIREMENTS**

- A. Not Used

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**EXHIBIT A: FINAL SETTLEMENT AND RELEASE OF CLAIMS  
CONTRACT NO. WD-2888(E)**

**STERN GROVE EMERGENCY SITE RESTORATION**

This agreement and release of claims ("Agreement and Release") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City and County of San Francisco, State of California, by and between \_\_\_\_\_, (hereinafter referred to as "Contractor"), whose principal place of business is \_\_\_\_\_, and the City and County of San Francisco, a municipal corporation, (hereinafter referred to as "City"), acting by and through the San Francisco Public Utilities Commission.

**RECITALS**

1. WHEREAS, City and Contractor entered into Contract No. WD-2888(E), Stern Grove Emergency Site Restoration, (hereinafter referred to as "Contract"); and
2. WHEREAS, Contractor has completed the Work under the Contract and the City has issued a certificate of acceptance for the Work in accordance with Administrative Code Section 6.22(k); and
3. WHEREAS, Contractor has submitted its final application for payment.

Now, therefore, it Contractor and City mutually agree as follows:

**AGREEMENT**

1. Contractor and the City agree as follows:

Original Contract Sum:	\$ _____
Change Orders (1 through ____ and Final Quantity Adjustment):	\$ _____
Modified Contract Sum:	\$ _____
Payments to Date (direct payments to Contractor and releases of retention):	\$ _____
Retention Remaining in Escrow Account:	\$ _____
Amount Due before Adjustments for Offsets & Stop Notices:	\$ _____
Offsets (e.g., OLSE forfeiture, non-conforming work, liquidated damages, etc.):	(\$ _____)
Outstanding Stop Notices (withheld @ 125% of Stop Notice amounts):	(\$ _____)
<b>FINAL PAYMENT DUE CONTRACTOR:</b>	<b>\$ _____</b>
Retention Release to Contractor from Escrow:	\$ _____
Return of Funds to City from Escrow:	\$ _____

2. Subject to the provisions of this Agreement and Release, City shall forthwith pay to Contractor the sum of \$\_\_\_\_\_ under the Contract, less any amounts represented by Notices to Withhold Funds on file with the Controller as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the City arising from the performance of Work under the Contract, except for (i) the Disputed Claims described in Paragraph 4, below, and (ii) continuing obligations described in Paragraph 6, below. It is the intention of the parties in executing this Agreement and Release that, upon Contractor's receipt of the final payment and escrow release amounts identified in Paragraph 1, above, this Agreement and Release shall be effective as a final accord and satisfaction and as a full and final release of all claims, as set forth in the paragraphs below.
4. The following claims are disputed (the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Contract Claim No.	Date Submitted	Description of Claim	Amount of Claim

**Nothing herein shall operate to toll, waive, or excuse Contractor's compliance with the Government Code Claim requirements under California Government Code Section 900, et seq., and San Francisco Administrative Code Chapter 10 as to the Disputed Claims. Refer to Article 13 of Contract Section 00 72 00 (General Conditions).**

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges the City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, about which the Contractor knows or should have known, except for the Disputed Claims.
6. Guarantees and warranties for Work, indemnity, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. The provisions of this Agreement are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof

shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

8. All rights of City shall survive completion of the Work or termination of Contract, and execution of this Release.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release on the day first mentioned above.

**\*\*\*CAUTION: THIS IS A RELEASE – READ BEFORE EXECUTING\*\*\***

CONTRACTOR

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Stern Grove Emergency Site Restoration

WD-2888(E)

*(Include the following if Contractor identifies one or more Disputed Claims in Paragraph 4, above.)*

APPROVED AS TO FORM:

David Chiu, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

**END OF SECTION**

**SECTION 01 78 36****WARRANTIES****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section includes the following topics:
  - 1. Requirements
  - 2. Submittal Requirements
  - 3. Quality Assurance
  - 4. Warranty Conditions
  - 5. Forms for Certificates of Guarantee/Warranty
  - 6. Additional Project Specific Requirements (*if used*)
- B. Related Documents and Sections:
  - 1. Section 00 72 00 – General Conditions, Paragraphs 3.18, 8.03, 9.07, and 9.08.
  - 2. Section 01 77 00 – Closeout Procedures
  - 3. Individual Technical Specifications Sections (Division 02 through 48) in which Manufacturers' or Suppliers' Warranties are required for specific products or work.

**1.02 REQUIREMENTS**

- A. Prior to performing any corrective warranty work, the Contractor shall furnish the City with proof of insurance. Insurance coverage shall be equivalent to that specified in Section 00 73 16.
- B. The Contractor shall comply with all quality and performance requirements for guarantees/warranties specified in the individual Specification Sections (Divisions 02 through 48).
- C. The Contractor shall include a copy of each equipment and each equipment system Warranty in the appropriate chapter of the Operation and Maintenance Manual. Each of these equipment and equipment system Warranties shall be

accompanied by documentation of quality control tests performed and all such other tests as required under this Contract.

- D. These equipment and equipment system warranties shall be in addition to and not a limitation of other rights the City may have under the Contract and which may be prescribed by law, irrespective of the wording of supplier's/manufacture's standard warranty.

### **1.03 SUBMITTAL REQUIREMENTS**

- A. Contractor shall submit guarantees/warranties (as specified in Sections 02 through 48) below within 7 days following either:
1. The date of the City's determination that the Contractor has achieved Substantial Completion (for Work not described as incomplete in the Punch List / Final Completion).
- OR
2. The Partial Utilization date (specified in the Notice of Partial Utilization) for a particular item of work, piece of equipment, or system. Refer to subparagraph 9.07F of the General Conditions for further details regarding Partial Utilization.
  3. For Work described as incomplete in the Punch List / Final Completion, Contractor shall submit guarantees/warranties prior to and as a condition precedent to Final Completion.
- B. Contractor shall submit three copies of each guarantee/warranty form as shown in the Article, below, entitled "FORM OF GUARANTEE/WARRANTY, BY SUPPLIER/MANUFACTURER" of this Section, as applicable.
- C. Submit all Warranty documentation bound in commercial quality, 8-1/2 inch x 11 inch three-ring side binders with hardback, cleanable, plastic covers.
- D. The Contractor shall label the cover of each binder with typed or printed title WARRANTIES, with title of Contract; name, address and telephone number of Contractor and name of Contractor's responsible principal employee.
- E. The Contractor shall provide a neatly typed Warranty Table of Contents.
- F. The Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing and shall provide full information, using separate typed sheets as necessary. The Contractor shall provide a list of subcontractors, suppliers, and manufacturers, with names, addresses, and telephone numbers of responsible principals for each Form of Warranty/Guarantee, By Supplier/Manufacturer, below.

**1.04 QUALITY ASSURANCE**

- A. Refer to Article, below, entitled “FORM OF GUARANTEE/WARRANTY, BY SUPPLIER/MANUFACTURER,” of this Section. The required guarantees/warranties executed by the Contractor and subcontractor, installer, supplier, or manufacturer (if applicable) responsible for that portion of the work are subject to the City's verification that the documents are in proper form and contain complete information. Contractor shall correct and resubmit deficient guarantees/warranties before Final Completion.
- B. Acceptance of supplier's/manufacturer's guarantees/warranties by the City shall not be construed to limit the City's recourse against the Contractor for correction of defects under the law and in accordance with the General Conditions during the Guarantee to Repair Period.

**1.05 WARRANTY CONDITIONS; GUARANTEE TO REPAIR PERIOD**

- A. The Contractor shall warrant that Work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, equipment system, material, installation, design furnished, or workmanship furnished by Contractor, and/or its subcontractors, suppliers, manufacturers and design professionals.
- B. Term of the Guarantee to Repair Period. Except as otherwise required in the individual Specification Sections, the Contractor guarantees/warrants the Work against defects for 24 months following the date of the Notice of Substantial Completion certificate issued by the City, or, for portions of the Work which are used or occupied by the City prior to the date of Substantial Completion, for 24 months following the date specified in the Notice of Partial Utilization. Should this paragraph differ from the term of the Guarantee to Repair Period specified in Paragraph 8.03B of the General Conditions, this paragraph shall govern. All other provisions set forth in Paragraph 8.03 shall apply during the Guarantee to Repair Period, as amended by this Section.
- C. During the Guarantee to Repair Period, promptly after receipt of written notice from the City, the Contractor shall remove, replace, or correct Work, or portion thereof, that the City determines is damaged, defective, or not in accordance with the Contract.
  - 1. If the Contractor fails to undertake and complete such remedial work in a timely manner, the City may perform the remedial work with its own forces or under a separate Contract, and the Contractor shall reimburse the City for all costs incurred.
  - 2. The City reserves the right to remove and store defective equipment or material at the Contractor's expense.

3. If the Contractor does not pay the costs of such removal and storage within 10 days thereafter, the City may, upon 10 additional days written notice, dispose of such defective items and shall account for the net proceeds, if any, after deducting all the costs that have been borne by the City, including compensation for City Representative's additional services.
4. If the proceeds from the disposal are insufficient to cover all amounts chargeable to the Contractor, the Contractor shall pay the difference to the City. City may, but is not required to, seek to obtain proceeds from disposal. City shall have no liability to Contractor based on the value of any disposed item(s).

#### **1.06 FORM OF GUARANTEE/WARRANTY FOR GUARANTEE TO REPAIR PERIOD**

- A. The Contractor shall submit to the City a certificate covering the Guarantee to Repair Period as follows:

<p><b>GUARANTEE/WARRANTY FOR SFPUC</b></p> <p><b>WD-2888(E)</b></p> <p><b>Stern Grove Emergency Site Restoration</b></p> <p>We hereby guarantee/warrant that we have completed the Work of this Contract in accordance with the requirements of all applicable Contract Documents.</p> <p>We agree to repair or replace any or all of our Work that the City determines is defective in its workmanship, material, or Contractor-furnished design within a period of 24 months from the date of issuance of the Notice of Substantial Completion of the above named Project. We also agree to repair or replace any adjacent work that may be damaged as a result of the defective work or as a result of repairing or replacing defective work. We agree to repair any and all damages resulting from defective Work without any expense to the City, ordinary wear and tear and unusual abuse or neglect by the City excepted.</p> <p>In the event of our failure to comply with the foregoing conditions within 10 days after being notified in writing by the City, we collectively or separately hereby authorize the City to proceed to have such defective work repaired or replaced and made good at our expense, and we will pay to the City all costs and charges therefore upon demand.</p> <p>Signed _____ Date _____</p> <p>Contractor Name: _____</p> <p>Address: _____ License No. _____</p> <p>Substantial Completion of the work was granted by the City on _____ (date)</p> <p>Signed: _____ (City Representative) Date: _____</p>
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#### **1.07 FORM OF GUARANTEE/WARRANTY, BY SUPPLIER/MANUFACTURER**

- A. Supplier/Manufacturer guarantees/warranties for Specific Items of Equipment or Equipment Systems in accordance with the quality and performance standards

detailed in Division 02 through 48 of the Technical Specifications for the Guarantee to Repair Period. Submit separate Guarantee/Warranty certificates by Supplier/Manufacturer for each mechanical and electrical piece of equipment and equipment system and submit separate certificates for each equipment / equipment system with specific Division 02 through 48 Guarantee/Warranty requirements:

<i>(Supplier/Manufacturer Letterhead)</i> <b>GUARANTEE/WARRANTY FOR EQUIPMENT / EQUIPMENT SYSTEM INSTALLED BY CONTRACTOR OR SUBCONTRACTOR</b> _____ <i>(Name of Supplier or Manufacturer)</i> , agrees to repair defects in or furnish and install replacement of the following equipment / equipment system if found to be defective.  Owner: San Francisco Public Utilities Commission, City and County of San Francisco Description of Equipment / Equipment System:  _____ <i>(Include Manufacturer name, model number, serial number, and such other information as needed to positively identify the equipment / equipment system.)</i> Location of Equipment / Equipment System: _____ Installed under: WD-2888(E) Stern Grove Emergency Site Restoration Date Installed: _____ Partial Utilization Date: _____ (if any) Date of Contract Substantial Completion: _____ This guarantee/warranty is effective upon date shown herein under, and shall remain effective until _____ <i>(date)</i> ("Warranty End Date"). The Supplier/Manufacturer agrees to the warranty conditions as specified in the hereinabove referenced Contract. Name and address of Supplier/Manufacturer:  _____ Signed by Supplier's / Manufacturer's Agent: _____ Date: _____ Title _____ Name of Contractor: _____ Signed By: _____ Title: _____ Date: _____ Acknowledged by City Representative: _____ Date: _____
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## 1.08 ADDITIONAL PROJECT-SPECIFIC REQUIREMENTS

A. Not Used.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 78 39****PROJECT RECORD DOCUMENTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. This Section sets forth requirements and procedures for the Contractor to maintain updated Project Record Documents required under the Contract and to submit updated record documents to the City Representative.
- B. Related Documents and Sections include:
  - 1. Section 01 33 00 – Submittal Procedures
  - 2. Section 01 77 00 – Closeout Procedures

**1.02 GENERAL REQUIREMENTS**

- A. The Contractor is responsible for maintaining up-to-date project record documentation. The Contractor shall make the up-to-date record documentation available for monthly inspection by the City Representative, and at any other time requested by the City Representative.
- B. The Contractor is responsible for maintaining two sets of Project Record Documents: one on-site working set and another one in a secure, off-site location, so that in the event of loss of the Project Record Documents at the jobsite, these can be accurately reconstructed and replaced.
- C. Following completion of the Contract work, the Contractor is responsible for submitting Project Record Documents meeting the requirements of the Specifications.
- D. The Contractor shall maintain an ordered, clean, completed, indexed and easily accessible filing system for all Project Record Documents.
- E. Definitions:
  - 1. **Contract Drawings:** Drawings issued for bid and drawings issued by addenda during the bid period.
  - 2. **Project Record Documents:** Interim Contractor Record Documents, Record Shop Drawings and Final Record Documents, which include, but are not limited to: Drawings, Specifications, Addenda, Change Orders, Requests For Information (“RFIs”), Equipment Data Sheets, clarifications,



Field Orders, approved shop drawings, samples and other submittals, clearly marked to record accurately the Work as actually constructed (“record documents”), including changes, adjustments, and other information relative to the Work.

3. **Interim Contractor Record Documents:** Documents which the Contractor updates throughout construction to show all changes or variations between designed and as-constructed facilities.
4. **Record Shop Drawings:** Approved Contractor’s proposed installation and equipment details based on field conditions and requirements and considered and/or acknowledged as record documents, provided the Contractor has stamped them “record documents” and submitted them as such.
5. **Final Record Documents:** Final submittal by the Contractor of the Record Documents reflecting all the changes from the Contract Drawings and specifications, shop drawings, etc. made and actually constructed. The Final Record Documents are certified by the Contractor and the City Representative as marked-up construction documents representing facilities as constructed.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 REQUIREMENTS**

- A. The Contractor shall maintain at the Contractor’s jobsite office an accurately marked, up-to-date set of Project Record Documents to document work actually installed and conditions encountered. The Contractor shall accurately indicate on the Interim Contractor Record Documents all site conditions, measurements, dimensions, locations of utilities, all changes made by clarifications, RFIs, Change Orders, and other modifications to the Contract Documents and details as specified herein and as approved by the City Representative.
- B. The Contractor shall have a designated person to be responsible for updating and maintaining the Interim Contractor Record Documents.
- C. The on-site set of Interim Contractor Record Documents shall be kept in a safe place and protected from damage by weather and manhandling. The Contractor shall store Project Record Documents apart from other documents used for performing the work and shall keep them in a dry and legible condition in good order.

- D. The Contractor shall keep Interim Contractor Record Documents up to date during the entire progress of the work, and make them available to the City Representative at any time. Updates are to occur no more than 5 working days after changes in the work are made.

### **3.02 PROCEDURES**

- A. After the Notice to Proceed, the City Representative will provide the Contractor two dedicated sets of full-size unmarked Contract Drawings specifically for the incorporation of detailed record documents changes and subsequent approval of those changes by the City Representative. The Contractor is to use one set for maintaining the up-to-date Interim Contractor Record Documents at the field office. All information in the Interim Contractor Record Documents is to be transferred to the second, off-site set of drawings monthly.
- B. All lines and notations on the up-to-date Interim Contractor Record Documents shall be neat, accurate, legible, and capable of being scanned into PDF format (or other electronic media file format as specified) such that copies made from the scanned files are as legible as the original.
- C. The Contractor shall record all changes on the Interim Contractor Record Documents. The updated Interim Contractor Record Documents shall include but not be limited to the following:
1. Field changes or adjustments in the final location or in the final dimensions or details of the Contract work relative to actual existing site conditions.
  2. Changes resulting from RFIs
  3. Changes made by Change Order work
  4. Changes made by Field Order work
  5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to visible and accessible features of the Work
  6. Details not included on the original Contract Drawings but incorporated into the work by reference to approved shop drawings, product data, samples, calculations or other submittals
  7. Location of items embedded in concrete such as conduits, cables, junction boxes, piping, reinforcing steel, etc.
  8. Measured depths of foundations in relation to finish main floor datum.
  9. Measured locations of internal utilities and appurtenances, referenced to visible and accessible locations or features of the Work

10. Location (to within 1-inch) of the centerline of each run of conduits, circuits, piping, ducts, and similar items which are shown schematically on the drawings, but where the final physical arrangement is determined by field conditions
  11. Other applicable technical information.
- D. The Interim Contractor Record Documents shall be prepared as follows:
1. Make mark-ups using a dark red pencil or pen so that the mark-ups can be clearly seen when photocopied or scanned. Mark-up corresponding details and sections in addition to the mark-ups in plan view.
  2. Clearly mark changes on drawings adding notes as required. Changes made in narrative or reference to a Change Order or RFI without marking the actual drawing are not acceptable.
  3. Date all entries, calling attention to the entry by a “cloud” drawn around the area or areas affected. If mark-ups are a result of an approved change such as a Change Order or RFI, write the reference to these documents in the clouded area.
  4. For each piece of equipment incorporated into the Work, record the manufacturer, trade name, catalog number, model number, serial number, date of installation, supplier of each product and equipment item.
  5. No paper shall be affixed to the back of the drawings. Do not include papers for explanations or comments since all mark-ups are to be complete and self-explanatory.
  6. Permanent papers affixed to drawings, which modify the drawings, shall be securely stapled to the drawings and shall not obstruct information unless intentional. Tape or glue is acceptable only where stapling is not possible.
  7. Drawings which are revised and issued as a result of a Change Order or RFI shall be inserted into the Interim Contractor Record documents and all marks on the old sheet shall be transferred to the new sheet.
  8. If permanent additions to a drawing cannot fit on the drawing, the original drawing shall be labeled “Sheet 1 of 2,” and the additions shall be placed on a new drawing sheet with an identical title block as the original drawing except that the title block shall be labeled “Sheet 2 of 2”.
- E. Contractor shall arrange for the City Representative to examine the up to date marked Interim Contractor Record Documents on a monthly basis at a time mutually acceptable to the Contractor and the City Representative.

- F. Failure to maintain updated Interim Contractor Record Documents acceptable to the City Representative will result in retention of a portion of the monthly progress payment as specified in the General Conditions.

### **3.03 PROJECT COMPLETION**

- A. Updated Interim Contractor Record Documents showing all required information up through substantial completion shall be submitted to and accepted by the City Representative as a condition precedent to the contract being deemed as substantially complete.
- B. Before Final Completion, the Contractor shall prepare and submit "Final Record Documents" to the City Representative as specified in Article 3.03.D of this Section. The Contractor shall submit "Final Record Documents" that are neat, clean, and accurately reflect work as constructed. Following review, if the Final Record Documents are acceptable to the City Representative, the Contractor shall certify each sheet of the Final Record Documents using the stamp provided by the City Representative stating "Certified that these Final Contractor Record Documents represent the facilities as constructed." The Contractor shall certify the stamp in the appropriate place and then the City Representative will certify the stamp.
- C. In the event that the Final Record documents do not meet the approval of the City, or the condition of the drawings is deteriorated so that they are no longer suitable for use as record documents documentation, the Contractor may request replacement contract drawings upon which to post record documents documentation. Such drawings will be furnished to the Contractor by the City Representative. The Contractor shall reimburse the City for the actual cost of providing said replacement drawings.
- D. The Contractor shall furnish:
1. Full size original set of "Final Record Documents" including certification by the Contractor and the City Representative.
  2. Electronically scanned files of the certified "Final Record Documents" in color PDF format at 300 dpi minimum resolution with one PDF file per drawing on DVDs.
  3. AutoCAD files in one or more DVDs. AutoCAD files will be provided by the City to the Contractor to provide revisions for the as-built conditions. An "AutoCAD File Use Agreement and Release" form shall be completed prior to release. AutoCAD Record Documents shall conform with the following format:
    - a. All changes made during construction shall be identified with a cloud and the letters 'RD' inscribed inside a triangle symbol.
    - b. Complete the revision title in the title block.

- c. The final set of the drawings shall be marked “Final Record Documents” and shall become owner’s record of the work.
- 4. A full size set of drawings printed from the AutoCAD files with the stamp “Certified that the Final Contractor Record Documents have been correctly transcribed into AutoCAD” on each sheet. Contractor shall sign the stamp and have Contractor’s name printed below Contractor’s signature.
- E. The City will require 15 working days to perform certification of the Final Record Documents.
- F. Furnish certificates and documentation of test results required in Technical Specifications.

### **3.04 PROJECT SPECIFIC REQUIREMENTS**

- A. Not Used

**END OF SECTION**