OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

SHIPYARD ART INSTALLATION PROJECT

CONTRACT # HPS 01-14

PROJECT MANUAL
Bidding Requirements, Contract Forms, Conditions of Contract
General Requirements & Technical Specifications

EDA AWARD NO. 07-49-06113

OCII
One South Van Ness Avenue, Fifth Floor
San Francisco, California 94103

April 2014
PROJECT TEAM

PROJECT ARCHITECT AND ENGINEERS

Artists:
Rebar, Jessica Bodner, Jerry Barish, Jason Webster, Matthew Geller, Mildred Howard / Walter Hood, and Marion Coleman

Architects:
Metalab

Engineers:
Endresware, Cittia, Martin Consulting Group, Yu Strandberg Engineering, Ephraim Gordon Hirsch

END OF DOCUMENT
SHIPYARD ART INSTALLATION PROJECT

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

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See Special Conditions for the Preliminary Art Installation Schedule

END OF DOCUMENT
NOTICE INVITING BIDS

THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (“OCII”) hereby gives notice that it will accept bids for construction of the following public work:

SHIPYARD ART INSTALLATION PROJECT
CONTRACT NO. HPS 01-14

BID SUBMISSION: OCII will receive sealed Bids at OCII’s Reception Area, located at One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, until 2 p.m. (local time), as determined by the clock on the wall of OCII’s Reception Area, on WEDNESDAY, MAY 19, 2014. Bids will be opened promptly thereafter in the presence of at least one witness at the OCII’s Reception Area. The opening will be in accordance with procedures set forth in Document 00250, Bid Contents, Evaluation, Selection and Award.

DESCRIPTION OF THE WORK: The Work consists of the SHIPYARD ART INSTALLATION PROJECT in the City of San Francisco. The Work includes, but is not limited to installation of eight individual art pieces in different locations within the first phase of development at Hunters Point Shipyard. Bid Documents contain the full description of the Work. The Work is estimated to be $300K.

REQUIRED CONTRACTOR’S LICENSE: A California “A” contractor’s license is required to be awarded this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

INSTRUCTIONS: Bidders shall refer to Document 00200 Instructions to Bidders and Document 00250 Bid Contents, Evaluation, Selection and Award for required documents and items to be submitted in sealed envelopes for deposit into the Bid Box, located at the OCII Reception Area, and applicable time for submission.

SUBSTITUTION OF SECURITIES: OCII will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 Escrow Agreement for Security Deposits in Lieu of Retention is incorporated in full in this Document 00100 Invitation To Bid.

PRE-BID CONFERENCE AND NON-MANDATORY SITE VISIT: OCII will conduct a Pre-Bid Conference and Site Visit at 10:00 A.M., WEDNESDAY, May 7, 2014 at BUILDING 101 AT HUNTERS POINT SHIPYARD, located at the intersection of GALVEZ AVENUE AND HORNE AVENUE, San Francisco, CA 94124. Bidders are not required, but encouraged to attend the Pre-Bid Conferences and Site Visit. The Pre-Bid Conference and Site Visit will last approximately 2 hours.

BID DOCUMENTS: Bidders may examine Bid Documents at the OCII’s Reception Area or download the documents from http://www.sfredevelopment.org/index.aspx?page=127. Alternatively, Bidders may have copies made of the Bid Documents directly from a duplication company of their choice and expense. OCII will not be distributing hard copies of the Bid Documents. PLEASE SUBMIT THE REGISTRATION FORM TO RECEIVE ADDENDA, IF ANY.

BID PREPARATION COST: Bidders are solely responsible for the cost of preparing their Bids.

RESERVATION OF RIGHTS: OCII specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from bid requirements not involving time, price or quality of the work.

INQUIRIES: Bidders may obtain further information from KEVIN MASUDA at (415) 749-2508 or kevin.masuda@sfgov.org.

Date: ________________________ Office of Community Investment and Infrastructure, San Francisco, California.

KEVIN MASUDA
Office of Community Investment and Infrastructure

END OF DOCUMENT
INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract described in general, as follows:

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SHIPYARD ART INSTALLATION PROJECT
CONTRACT NO. HPS 01-14
HUNTERS POINT SHIPYARD

1. **RECEIPT OF BIDS.** OCII will receive sealed Bids from Bidders at the OCII’s Reception Area, located at One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103 until 2 P.M. (local time) on MONDAY, MAY 19, 2014.

OCII will receive Bids in one envelope that shall contain the respective items described in Document 00250 Bid Contents, Evaluation, Selection and Award and shall be marked as **BID FOR THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE SHIPYARD ART INSTALLATION PROJECT**.

a. Bids shall be deemed to include the written responses of the Bidder to any questions or requests of information of OCII made as part of Bid evaluation process after submission of Bid.

b. The Bid Envelope shall be due by 2 P.M. (local time), as determined on the clock on the wall of the OCII Reception Area. OCII will reject all Bids received after the specified time and will return such Bids to Bidders unopened.

2. **DETERMINATION OF APPARENT LOW BIDDER.** Apparent Low Bid will be based solely on the total amount of all Bid items minus deductive account alternates. All Bidders are required to submit Bids on all Bid items and any deductive alternates.

3. **REQUIRED BID FORM.** All Bidders must submit Bids on Document 00400 Bid Form. OCII will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bid Documents and specifications. OCII reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries and initialing new entries. OCII reserves the right to reject any Bid not clearly written.

4. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier’s check or certified check on a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California of not less than ten percent (10%) of aggregate amount of base Bid, payable to OCII. OCII will provide the required form of corporate surety bond, Document 00411 Bond Accompanying Bid. OCII will reject as non-responsive any Bid submitted without the necessary Bid security.

The OCII may retain Bid bonds of other than the Apparent Low Bidder for ninety (90) days after the date set for the Bid opening, or full execution of the Contract, whichever first occurs. The OCII may award the Contract to the next Apparent Low Bidder if the Apparent Low Bidder is determined non-responsive or non-responsible, or fails to execute the Contract and provide the required bonds, guarantees and other documents within the required time periods. Thereafter, the OCII will return to the respective unsuccessful Bidders all Bid securities and Bid bonds.

5. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids, the required information on all subcontractors in Document 00430 Subcontractors List for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

6. **REQUIRED SUBMITTALS WITH BIDS.** All Bidders must submit with their Bids all items identified in Document 00250 Bid Contents, Evaluation, Selection and Award.

7. **PRE-BID CONFERENCE AND SITE VISIT.** OCII will conduct a Pre-Bid Conference and Site Visit at 10:00 A.M., WEDNESDAY, MAY 7, 2014 at BUILDING 101, located at the intersection of GALVEZ AVENUE AND HORNE
AVENUE, San Francisco, CA 94124. The Pre-Bid Conference and Site Visit will take approximately 2 hours. OCII has determined that to prepare a proper Bid, Bidder must observe the existing construction and conditions.

OCII will transmit to all parties recorded as having receiving Bid Documents such Addenda as OCII in its discretion considers necessary in response to questions arising at the Pre-Bid Conference. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. OCII will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The minutes issued by OCII are not Contract Documents.

8. REQUIRED COMPLIANCE WITH THE SMALL BUSINESS ENTERPRISE POLICY. The funds for this contract are from the U.S. Department of Commerce’s, Economic Development Administration (“EDA”) and EDA guidelines apply. EDA requires that positive efforts be made to utilize small business, as well as minority and women-owned firms. Good faith efforts must be made to achieve these goals. Where the EDA requirements conflict with the Agency requirements, the EDA requirements will govern.

Furthermore, to the maximum extent feasible, this project is subject to the OCII’s 50% SBE subcontracting participation goal with first consideration given in the following order: 1) SBEs located in the Bayview/Hunters Point (BVHP) which consists of the zip code areas 94124, 94107 and 94134; 2) San Francisco-based SBEs/LBEs; 3) Non-San Francisco-based SBEs which should be used to satisfy the 50% SBE participation goal if San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher. SBEs and Local Business Enterprises (LBEs) currently certified will be considered in the award of this work. To count towards the SBE goal, a business must be certified by the former SFRA as an SBE or LBE with the City and County of San Francisco on or before the bid date. Please include your SBE or LBE Certification letter with your bid. There is also a 50% SBE goal for suppliers, therefore list the involvement of any suppliers or lower tier-subcontractors that may be included in your bid as well as their SBE/LBE status.

While status as an Agency certified Small Business Enterprise (“SBE”) may be considered in the evaluation of qualifications for this proposal, SBE status on its own will not prevent the award of the contract to an otherwise qualified contractor.

To search for SBEs, please visit the following site: http://www.iucp.com/Default.aspx?agency=SFRA

To search LBEs, please visit the following site: http://mission.sfgov.org/hrc_certification/SEARCH.aspx

For more information on the LBE certification process with the City and County of San Francisco, please visit the following site: http://sfgsa.org/index.aspx?page=5364

Please review the attachment “Small Business Enterprise Policy” for more information.

9. REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. EDA’s Equal Employment Opportunity program encourages the employment of local labor to the maximum extent feasible. Also, EDA has a workforce hiring goal of 25.6 percent participation for minorities and 6.9 percent participation for women, respectively, for each trade. Please refer to Document 00811, “Notice of Requirements for Affirmative Action”.

10. PRE-QUALIFICATION REQUIREMENTS. [Intentionally Omitted]

11. REQUIRED STATEMENT OF QUALIFICATIONS AND DETERMINATION OF BIDDER RESPONSIBILITY. [Intentionally Omitted]

12. OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder’s careful examination of Bid Documents and complete understanding of the nature, extent and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 Agreement, Article 5. Submission of Bid shall constitute Bidder’s express representation to the OCII that Bidder has fully completed these tasks.

13. EXISTING DRAWINGS AND GEOTECHNICAL DATA. Bidders may examine any available existing conditions information (e.g., drawings of previous work) by giving OCII reasonable advance notice. Document 00320 Geotechnical Data and Existing Conditions applies to all supplied existing drawings and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground.

14. ADDENDA. Bidders must direct all questions about the meaning or intent of Bid Documents to OCII’s Contract Manager,
KEVIN MASUDA either by mail to Office of Community Investment and Infrastructure, One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, or by telephone at (415) 749-2508. Interpretations or clarifications considered necessary by OCII in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OCII as having received Bid Documents. Addenda will be written and will be issued to each Bidder by certified mail to the address supplied OCII by Bidder, or as directed by OCII. OCII may not answer questions received less than seven (7) days prior to the date for opening Bid. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

a. Addenda may also be issued to modify the Bid Documents as deemed advisable by OCII.

b. Addenda shall be acknowledged in Bid Form by number and shall be part of the Contract Documents. A complete listing of Addenda may be secured from OCII.

15. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

a. Before Contract Documents are signed, OCII will consider substitution requests only for “or equal items”. Bidders wanting to use “or equal” item(s) may submit Document 00660 Substitution Request Form no later than five (5) days prior to submitting their Bids. After that date, the OCII will not accept “or equal” substitution requests. To assess acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 Substitution Request Form. Insufficient information will be grounds for rejection of substitution. OCII shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “or equal” item. OCII’s decision shall be conclusive on all bidders.

b. Approved substitutions shall be listed in Addenda.

c. Substitutions may be requested after Award of Contract only in accordance with requirements specified in Specifications Section 01620 Product Options.

d. As further limitation on Contractor’s privilege to substitute items, it has been determined that certain items are designed as OCII standards and certain items are designed to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, OCII will not permit substitution. OCII will not permit substitutions for the following items:

1) [N/A].

16. WAGE RATES. Copies of the state general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations (“DIR”) are on file at OCII’s office and are deemed included in the Bid Documents. Upon request, OCII will make available copies to any interested party. Work under this Bid is being paid in whole or in part with federal funds and thus the prevailing wages paid must be the rate set by the Davis-Bacon Act or the prevailing wage set by the DIR, whichever is higher.

17. EQUAL EMPLOYMENT OPPORTUNITY. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public. Contractor shall review and comply with Document 812, Supplemental General Conditions – EDA Requirements.
18. **BID EVALUATION.** OCII may reject any or all Bids and waive any informalities or minor irregularities in the Bids, or inconsequential deviation from bid requirements. OCII also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. OCII reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if OCII believes that it would not be in the best interest of Project to make an award to that Bidder, because the Bid is not responsive. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some work items and enhanced prices for other work items.

   a. In evaluating Bids, OCII will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

   b. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

   c. Quantities stated in the Bid Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by OCII to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

   d. Bids will otherwise be opened and evaluated as provided in Document 00250 Bid Contents, Evaluation, Selection and Award.

   e. In the event any Apparent Low Bidder is determined to be either non-responsive or non-responsive, the next low bidder will become the Apparent Low Bidder.

19. **AWARD.** If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required OCII procedures and receipt of all OCII approvals, OCII will issue Document 00510 Notice of Award to successful Bidder.

20. **BID PROTEST.** Any Bid protest must be submitted in writing to the Office of Community Investment and Infrastructure, One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, before 5 o’clock p.m. (as determined by the clock in the OCII’s Reception Area) on the fifth (5th) business day following the date that successful Bidder’s Envelopes become publicly available as provided in Document 00250 Bid Contents, Evaluation, Selection and Award.

   a. The initial protest document must contain a complete statement of the basis for the protest.

   b. The protest must refer to the specific portion of the document that forms the basis for the protest.

   c. The protest must include the name, address and telephone number of the person representing the protesting party.

   d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

   e. The procedure and time limits set forth in this paragraph are mandatory and are Bidder’s sole and exclusive remedy in the event of Bid protest. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

21. **POST-NOTICE OF AWARD REQUIREMENTS.** The successful Bidder must execute and submit the following documents as indicated below. See also paragraph 22 below.

   a. Submit the following documents to OCII by 5 o’clock p.m. of the fourteenth (14th) calendar day following mailing of the Notice of Award. Award of Contract depends upon approval of these documents:

      1) Document 00520 Agreement: To be executed by successful Bidder. Submit three originals bearing an original
2) Document 00610 Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Document 00610 Construction Performance Bond.

3) Document 00620 Construction Labor and Material Bond: To be executed by successful Bidder and surety, in the amount set forth in Document 00620 Construction Labor and Material Payment Bond.


5) Documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 00670 Escrow Bid Documents.

6) Insurance Certificates and Endorsements required by Document 00822 Insurance.

7) Form SFEC-126, Notification of Contract Approval: To be executed by successful Bidder.

8) Any other item required by Document 00510 Notice of Award.

b. Successful Bidder’s failure to submit the documents required herein properly and timely entitles OCII to reject its Bid as non-responsive, and to foreclose on the Bidder’s Bid security as provided in paragraph 20 below.

c. OCII may elect in its sole discretion to extend the time to receive any of the documents. Any extension of time must be in writing and signed by OCII

22. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom Notice of Award is issued shall for fourteen (14) days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents or obtain a written extension, OCII may, in its sole discretion, deposit Bidder’s surety bond, cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages OCII may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of OCII’s damages. OCII may select the next Apparent Low Bidder, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

23. SCHEDULE OF THE WORK. Refer to Document 00810, Special Conditions, for required intermediate milestones and phasing of the work.

24. COORDINATION OF WORK. In accordance with the provisions of Document 00700 General Conditions, Paragraph 6, OCII reserves the right to undertake construction and to award separate contracts for work at the Site, the extent of which may not be known by OCII until after Award of Contract.

25. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in the Notice Inviting Bids, only by written request for the withdrawal of Bid filed with the OCII. Bidder or its duly authorized representative shall execute request to withdraw Bid.

26. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, OCII may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

27. DEFINITIONS. All abbreviations and definitions of terms used in these Instructions are set forth in Specifications Section 01420 References and Definitions.

28. LIMITATIONS ON CONTRIBUTIONS. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Agency for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors,
or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to the Agency the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

29. **CONFLICTS.** To the greatest extent possible consistent with Federal law, Contractor shall follow OCII policies. Where any conflicts exist between applicable State, OCII, or other local laws, regulations and standards and EDA/Federal requirements included in the “Supplemental General Conditions”, EDA “Supplemental General Conditions” shall take precedence. EDA “Supplemental General Conditions” shall take precedence over the OCII General and Supplementary Conditions of the Contract. EDA “Supplemental General Conditions” must be attached to all contracts and subcontracts related to the SHIPYARD ART INSTALLATION PROJECT.
DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

This Document summarizes the required Bid contents and OCII’s procedures for opening and evaluating Bids and making award for:

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SHIPYARD ART INSTALLATION PROJECT

All abbreviations and definitions of terms used herein are defined in the Division 1 Specifications, Section 01420 References and Definitions.

OCII will accept bids only from Contractors duly licensed in accordance with the California Business & Professions Code. Additionally, Contractor must meet the requirements established herein.

Bidders shall submit Bids as described in paragraph 1 of Document 00200 Instructions to Bidders. OCII will open all Bidders’ Envelopes and evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

CONTENTS OF BID ENVELOPE. The Bid Envelope shall include:

a. Document 00400 Bid Form.
b. Bid Security supplied in accordance with Document 00200 Instructions to Bidders.
c. Document 00430 Subcontractors List.
d. Document 00481 Non-Collusion Affidavit.
e. Document 00482 Bidder Certifications.
f. Certification Regarding Lobbying

EVALUATION OF BIDDER RESPONSIVENESS

a. The following are the minimum requirements for a Bidder to be found responsive:

i. Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond.

ii. Ability to obtain required insurance with coverage values that meet minimum requirements.

END OF DOCUMENT
1.01 SUMMARY

This document sets forth the terms and conditions under which Contractor may review, study, use or rely upon geotechnical data at or near the Site, and existing conditions information concerning existing conditions at or near the Site. This document, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

1.02 REPORT AND INFORMATION

A. Documents providing a general description of the Site and conditions of the Work may have been collected by OCII, its consultants, and prior contractors. These documents may consist of geotechnical report for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Bidders may inspect geotechnical reports and information regarding existing conditions available at the OCII’s Reception Area, located at One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, and may obtain copies at cost of reproduction and handling upon Bidder’s payment for the costs. These reports, documents and other information are not part of the Contract Documents.

C. Geotechnical reports may be included in the project manual and information regarding existing conditions may also be included in the project manual, but neither shall be considered part of the Contract Documents.

D. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review through OCII:

N/A

1.03 USE OF INFORMATION ON EXISTING CONDITIONS

A. Above-Ground Existing Conditions. Under no circumstances shall OCII be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by OCII regarding existing conditions. Bidder represents and agrees that in submitting its bid, it is not relying on any information regarding existing conditions supplied by OCII.

B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to OCII by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, OCII does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, OCII will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by OCII. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

1.04 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Geotechnical Data. Except as expressly set forth in this Document 00320, OCII does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its bid, it is not relying on any geotechnical data supplied by OCII, except as specifically set forth herein.

B. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the
referenced reports and drawings shall be limited as follows:

1. The term “technical data” shall include actual reports, depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures, that were encountered during subsurface exploration.

2. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

3. The term “technical data” shall not include the location of Underground Facilities.

4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.

5. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions or information contained in supplied geotechnical data.

1.05 INVESTIGATIONS

A. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

B. Bidder agrees that OCII has provided adequate time in the period prior to bidding for Bidder to perform these investigations.

1.06 ACCESS TO SITE

On written request to OCII, OCII will provide each Bidder reasonable access to the Site on terms and conditions acceptable to OCII to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies. Such investigations may be performed only under the provisions of Document 00700 General Conditions including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT
HAZARDOUS MATERIAL SURVEYS

1.01 SUMMARY

This Document 00340 describes hazardous material surveys included in or with the Contract Documents and use of data therein.

1.02 REPORTS AND INFORMATION

A. OCII, its consultants, contractors and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject of the Work. These documents consist of surveys included in or with this contract manual, or made available for review and copying. The surveys are the following:

None

B. Bidders may inspect such surveys at the Reception Area of OCII’s offices, located at One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103 and copies may be obtained at cost of reproduction and handling upon Bidder’s payment for the costs. These surveys are not part of Contract Documents.

1.03 INVESTIGATIONS

A. Before submitting a Bid, each Bidder will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise that may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs or projects incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents.

B. Bidder agrees that OCII has provided adequate time in the period prior to bidding for Bidder to perform these investigations.

C. On written request, OCII will provide each Bidder reasonable access to Site on terms and conditions acceptable to OCII to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies. Any investigation performed by Contractor to verify hazardous materials/waste conditions must comply with the provisions of Document 00805 Supplemental General Conditions, including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification. Bidders shall also present proof of insurance satisfactory to OCII.

END OF DOCUMENT
To be submitted by 2:00 p.m. (Local Time), on Monday, May 19, 2014 at the Office of Community Investment and Infrastructure, One South Van Ness Avenue, Fifth Floor, San Francisco, California.

Re: OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SHIPYARD ART INSTALLATION PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Office of Community Investment and Infrastructure ("OCII") in the form included in the Contract Documents, Document 00520 Agreement, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00200 Instructions to Bidders, within the time period set forth in Document 00200 Instructions to Bidders.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

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<tr>
<th>Date</th>
<th>Number</th>
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</table>

   ATTENTION! BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA HERE!

   [Attach additional pages if necessary]

   (b) Bidder acknowledges that it has had the opportunity to visit the Site and perform all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520 Agreement, Article 5.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in accordance with the Contract Documents for the sum(s) of money listed in the following Bid Schedule:
SCHEDULE OF BID PRICES

All bid items, including lump sums, unit prices, and Alternates must be filled in completely.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF WORK</th>
<th>QUANTITY / UNIT</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization @ 5% of Schedule A (maximum)</td>
<td>1 / Lump Sum</td>
<td>$</td>
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<td>2</td>
<td>Performance and Payment Bonds</td>
<td>1 / Lump Sum</td>
<td>$</td>
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<td>3</td>
<td>Temporary Utilities</td>
<td>1 / Lump Sum</td>
<td>$</td>
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<td>4</td>
<td>Air Monitoring</td>
<td>1 / Lump Sum</td>
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<td>5</td>
<td>Installation of Gigantry, Hale Konon, and Bayview Horn</td>
<td>1 / Lump Sum</td>
<td>$</td>
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<td>6</td>
<td>Installation of Butterfly Girl, Nautical Swing, Frame/Refrain, and Visions of the Past</td>
<td>1 / Lump Sum</td>
<td>$</td>
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<td>7</td>
<td>Contract Closeout and Project Record Documents @ 2% of Schedule A (minimum)</td>
<td>1 / Lump Sum</td>
<td>$</td>
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TOTAL COST (Items 1-7) $________________

TOTAL PROJECT COST (Written in Words)

5. Subcontractors are listed on the attached document 00430, Subcontractors List.

6. The undersigned understands that OCII reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00200 Instructions to Bidders including, but not limited to, Document 00520 Agreement, Document 00610 Performance Bond, and Document 00620 Labor and Material Bond, all within the time period set forth in Document 00200 Instructions to Bidders.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cashier’s check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: the Office of Community Investment and Infrastructure.

10. The undersigned agrees to commence work under this Contract on the date established in Document 00700 General Conditions, and to complete all work within the time specified in Document 00520 Agreement.

11. The undersigned agrees that, in accordance with Document 00700 General Conditions, liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00520 Agreement.

12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all partners. If an individual, give name and address.)
individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

[NAME OF BIDDER]

_______________________________________________________

licensed in accordance with an act for the registration of Contractors, and with license number: __________

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Date __________________________ Signature of Bidder __________________________

[NAME OF BIDDER]

_______________________________________________________

By: __________________________

Name: __________________________

Its: __________________________

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

Business Address:

_______________________________________________________

_______________________________________________________

_______________________________________________________

Telephone Numbers:

_______________________________________________________

Date of Bid: __________________________

END OF DOCUMENT
BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned ______________________________ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (the “OCII”), as obligee, in the penal sum of ________________ Dollars ($______) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _________’s Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal ______________________________ [Name of Bidder] is submitting a bid for OCII Contract # HPS 01-14.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the bid submitted by the said Principal ______________________________ [Name of Contractor] be accepted and the contract be awarded to said Principal ______________________________ [Name of Contractor] and said Principal ______________________________ [Name of Contractor] shall within a period of fourteen (14) calendar days after such award enter into the contract so awarded and provide the required Performance Bond, Labor and Material Payment Bond, insurance certificates and all other endorsements, forms and documents required under Document 00200 Instructions to Bidders, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this ________ day of , 20____.

(Corporate Seal)

By

________________________
Principal

________________________
Surety

(Corporate Seal)

By

________________________
Attorney in Fact

END OF DOCUMENT
SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractor’s Bidder intends to employ if awarded the Contract. All subcontracts with a value equal to or in excess of 0.5% of the total bid price must be listed.

<table>
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<tr>
<th>Name of Subcontractor and Location of Mill or Shop</th>
<th>Description of Work: Reference to Contract Items</th>
<th>Subcontractor’s License No.</th>
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(Bidder to attach additional sheets if necessary)

END OF DOCUMENT
NON-COLLUSION AFFIDAVIT
Public Contract Code § 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )
) ss.
COUNTY OF SAN FRANCISCO )

__________________________________________ [Name of Principal of Bidder], being first duly sworn, deposes and says that he or she is ______________________ [Officer] of _________________________ [Name of Bidder], the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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, and 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 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 Office of Community Investment and Infrastructure or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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.

Executed under penalty of perjury under the laws of the State of California:

___________________________________________
(Name of Bidder)

___________________________________________
(Signature of Principal)

Subscribed and sworn before me _____________________________

This ___ day of _______, 20__

Notary Public of the State of _____________________________ (Seal)
In and for the County of _____________________________
My Commission expires______________________________

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture bidder] is a corporation, this affidavit must be signed by the Chairman, President or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.)

(If Bidder’s affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT
BIDDER CERTIFICATIONS

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SHIPYARD ART INSTALLATION PROJECT

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the Office of Community Investment and Infrastructure ("OCII") as set forth in sections 1 through 7 below.

1. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the undersigned Bidder, I hereby certify that there will be no discrimination in employment with regard to race, color, religion, sex, actual or perceived sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment, including without limitation Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations, will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS

[Intentionally Omitted]

3. PREVIOUS DISQUALIFICATIONS

By my signature hereunder, on behalf of the undersigned Bidder, I hereby swear under penalty of perjury that neither Bidder, any officer of such Bidder, nor any employee of such Bidder who has a proprietary interest in such Bidder, has ever been federally debarred as provided in 29 C.F.R. 5.6.

4. CERTIFICATION REGARDING LOBBYING

By my signature hereunder, I hereby swear under penalty of perjury and certify on behalf of the undersigned Bidder, with respect to the below indicated Bidder, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

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

d. It will include the language of paragraph a, b and c of this anti-lobbying certification (and/or require to be included) in all subcontracts of all tiers and all other contracts between Bidder or any subcontractor of any tier.
and any other contracting party in connection with the Project, and that all such subcontractors and other contracting parties shall certify and disclose accordingly.

5. CERTIFICATION REGARDING HUDA

[Intentionally Omitted]

6. CERTIFICATION REGARDING LEAD BASED PAINT

By my signature hereunder, I hereby certify on behalf of the undersigned Bidder that to the extent applicable Bidder’s notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR §570.608 and the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally-assisted construction or rehabilitation and requiring the elimination of lead-based paint hazards.

7. CERTIFICATION REGARDING COMPLIANCE WITH APPLICABLE LAWS

By my signature hereunder, I hereby certify on behalf of the undersigned Bidder that Bidder will comply with all applicable laws.

Bidder: ____________________________________________

[Insert Name of Bidder]

By: ________________________________________________

[Signature]

Name: ____________________________________________

[Printed Name]

Its: ______________________________________________

[Title]

Dated: ___________________________________________
CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $11,000 and not more than $110,000 for each such failure.

Please check appropriate box:

☐ No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this ______ day of ______________, 20___

by __________________________
(Type or Print Name)  
(Title of Executing Official)

______________________________
(Signature of Executing Official)  
(Name of organization/applicant)
This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold
This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding $100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure
Each applicant/recipient of a subgrant and each bidder/applicant/recipient of a contract or subcontract exceeding $100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement
Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations
Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.
Successor Agency prefers to have a contractor with a minimum of five successfully installed large-scale art pieces in the exterior landscape within the last seven years.

Please respond to the following questions:

- Please provide a list of large scale public art pieces have you successfully installed in the exterior landscape within the last seven years. Please include the name of the artist, the location and the value of each art piece.

<table>
<thead>
<tr>
<th>Artist Name</th>
<th>Location</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

- Please include a brief description of the 3 most complex artwork installations you have conducted in the last seven years; please describe the installation process and list the equipment that was used in the course of installation.

<table>
<thead>
<tr>
<th>Installation Description</th>
<th>Equipment Used</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
NOTICE OF AWARD

TO: ________________________________ [Contractor]

ADDRESS: One South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103

OCII PROJECT NO. HPS 01-14

CONTRACT FOR: SHIPYARD ART INSTALLATION PROJECT

The Contract Price of your contract is ________________________________
Dollars ($__________). [Three] copies of each of the proposed Contract Documents (except Drawings and Specifications) accompany this Notice of Award. [Three] sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fourteen (14) calendar days of the date of this Notice of Award, that is, by ____________, ______, unless otherwise extended by the OCII in writing.

2. You must deliver to OCII Document 00610 Construction Performance Bond, executed by you and your surety.
3. You must deliver to OCII Document 00620 Construction Labor and Material Payment Bond, executed by you and your surety.
4. You must deliver to OCII the insurance certificates required under Document 00200 Instructions to Bidders.
5. You must deliver to OCII Document 00630, Guaranty, executed by you.
6. [Intentionally Omitted]
7. [Intentionally Omitted]

Failure to comply with these conditions within the time specified will entitle OCII to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with those conditions, OCII will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE,

BY: ________________________________

ITS: ________________________________

COPY OF RESOLUTION NO. ________________________________
ADOPTED ____________, 20__

by the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

END OF DOCUMENT
THIS AGREEMENT is made this ___ day of __________, 20___, by and between ______________________________ 
[Name of Contractor] whose place of business is located at ________________________________ 
__________________, ___________________________ 
[Address of Contractor] (“Contractor”), and the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, (“OCII”) acting under and by virtue of the authority vested in the OCII by the laws of the State of California.

WHEREAS, OCII, by its Resolution No.________________ adopted on the _____ day of _______________ awarded to Contractor the following contract:

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SHIPYARD ART INSTALLATION PROJECT
CONTRACT # HPS 01-14
SAN FRANCISCO, CALIFORNIA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and OCII agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accord with the Plans, Specifications, and all other terms and conditions of the Contract Documents.

Article 2. Architect, Project Manager, Notices to OCII

2.1 The Project has been designed by, and Specifications have been furnished by ENGEIO Inc. who shall have the rights and obligations assigned to “Architect” in the Contract Documents. OCII may, in its discretion, delegate to Architect certain OCII functions under the Contract Documents. OCII will advise Contractor in writing of the extent and limits of such designation, if any. Unless such functions are specifically delegated in this Agreement, they shall not be deemed delegated to the Contractor.

2.2 OCII has designated __________________________ [contact], __________________________ [title] of OCII, to act as its Project Manager, and assume all duties and responsibilities and have the rights and authorities assigned to Project Representative in the Contract Documents. OCII may change the individual acting as Project Manager at any time with notice and without liability to Contractor. All notices or demands to OCII under the Contract Documents shall be to __________________________ [title] at Office of Community Investment and Infrastructure, One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, or to such other person(s) and address(es) as OCII shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contractor shall commence Work under this Contract on the Site on the date when Contract Times commence to run as provided in Document 00700 General Conditions. OCII reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other OCII provided work at the Site. The Work shall be substantially complete within 150 days from the date when the Contract Time commences to run as provided in Document 00700 General Conditions.

The Work shall be finally complete and ready for final payment in accordance with Section 01770 Contract Closeout 165 days from the date when the Contract Time commences to run as provided in Document 00700 General Conditions.
3.2 **Liquidated Damages.**

The parties agree that it would be extremely difficult or impossible to fix actual damages if Contractor delays its performance under these Contract Documents. As a result, consistent with paragraph 15 of Document 00700 General Conditions, OCII and Contractor agree that as liquidated damages for delay Contractor shall pay OCII:

3.2.1 **Five hundred** dollars ($500) for each day that expires after the time specified herein for Contractor to achieve Substantial Completion, until Work is Substantially Complete; and,

3.2.2 **Three hundred** dollars ($300) for each day that expires after the time specified herein for Contractor to achieve Final Completion, until Work is Finally Complete.

These measures of liquidated damages shall apply cumulatively and except as otherwise provided in the Contract Documents (including without limitation paragraph 15 of Document 00700 General Conditions), shall be presumed to be the damages suffered by OCII resulting from delay in completion of the Work.

**Article 4. Contract Price**

4.1 OCII shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows: [here insert lump sum and unit prices, or attach contractor’s bid form].

**Article 5. Contractor’s Representations**

In order to induce OCII to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent of the information contained in such reports and drawings upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 5.2 above) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given OCII prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by OCII is acceptable to Contractor.
Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the state of California.

Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

**Article 6. Contract Documents**

6.1 Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, as listed on Document 00010 Table of Contents:

- Document 00510 Notice of Award
- Document 00520 Agreement
- Document 00550 Notice to Proceed
- Document 00610 Construction Performance Bond
- Document 00620 Construction Labor and Material Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00670 Escrow Bid Documents
- Document 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Supplemental General Conditions
- Document 00805 Supplemental General Conditions-Hazardous Materials
- Document 00811 Notice of Requirements for Affirmative Action
- Document 00812 EDA Supplemental General Conditions
- Document 00822 Insurance
- Document 00823 Apprenticeship Program
- Document 00910 Addenda
- Specifications Divisions 1 through 33
- Drawings, Tables and Schedules listed in Document 00015

6.2 There are no Contract Documents other than those listed above in this Article 6. Document 00320 Geotechnical Data and Existing Conditions and Document 00340 Hazardous Materials Surveys and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 General Conditions.

**Article 7. Miscellaneous**

7.1 Any undefined terms used in this Agreement will have the meaning indicated in Document 00700 General Conditions and Section 01420 References and Definitions.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of OCII or acting as an employee or representative of OCII, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the OCII is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 The Contract Sum includes all allowances and accepted alternates. Accepted alternates are: 

7.4 In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 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 public works contract or the sub-contract. This assignment shall be made and become effective at the time OCII tenders final payment to Contractor, without further acknowledgment by the parties.

00520 - 3
7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations (“DIR”), are deemed included in the Contract Documents and on file at OCII’s offices, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents. Work under this Agreement is being paid in whole or in part with federal funds and thus the prevailing wages paid must be the rate set by the Davis-Bacon Act or the prevailing wage set by the DIR, whichever is higher.

7.6 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

7.7 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San Francisco, County of San Francisco, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Superior Court of the County of San Francisco. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this contract for the construction of the Office of Community Investment and Infrastructure SHIPYARD ART INSTALLATION PROJECT to another venue.

7.8 **CONFLICTS.** To the greatest extent possible consistent with Federal law, Contractor shall follow OCII policies. Where any conflicts exist between applicable State, OCII, or other local laws, regulations and standards and EDA/Federal requirements included in the “Supplemental General Conditions”, EDA “Supplemental General Conditions” shall take precedence. EDA “Supplemental General Conditions” shall take precedence over the OCII General and Supplementary Conditions of the Contract. EDA “Supplemental General Conditions” must be attached to all contracts and subcontracts related to SHIPYARD ART INSTALLATION PROJECT.

7.9 Because this Contract is wholly or partially funded by federal grants, Contractor shall comply with the following Federally required provisions of law.


C. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).


e. Contractor shall comply with EDA requirements and regulations pertaining to reporting.

f. Contractor shall comply with EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

g. Contractor shall comply with EDA requirements and regulations pertaining to copyrights and rights in data.

h. Contractor shall provide access by the grantee, EDA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

i. Contractor shall maintain and retain all required records for three years after OCII makes final payments and all other pending matters are closed.

j. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
IN WITNESS WHEREOF the parties have executed this Agreement in [triplicate] the day and year first above written.

CONTRACTOR:

[Insert Name of Contractor]

By: ______________________________
Signature

Its:
Title (If Corporation: Chairman, President or Vice President)

By: ______________________________
Signature

Its: ______________________________
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE:

By: ______________________________

________________________________
Executive Director
Office of Community Investment and Infrastructure

APPROVED AS TO FORM:

By: ______________________________

________________________________
Attorney
Office of Community Investment and Infrastructure

_______________ 2014

END OF DOCUMENT
NOTICE TO PROCEED

Dated: ________________, 20__

TO: ______________________________
   (Contractor)

ADDRESS: ________________________________________________________
          ___________________________________________________________ 
          ___________________________________________________________

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE PROJECT NO.:
   ________________________________

PROJECT: SHIPYARD ART INSTALLATION PROJECT

CONTRACT FOR (Insert name of Contract as it appears in the Bidding Documents):
   ________________________________________________________________
   ________________________________________________________________

   You are notified that the Contract Time under the above contract will commence to run on __________ 20__, By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of Document 00520 Agreement, the date of final completion is ________________________________ 20__.

   Before you may start any Work at the site, you must: (add conditions)

   ________________________________________________________________
   ________________________________________________________________

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

   By: ____________
   Its: ____________

[Notice to be sent in manner required by Contract Documents]

END OF DOCUMENT
CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated [CONTRACT DATE], is in the penal sum of ________ [ONE HUNDRED PERCENT OF THE CONTRACT PRICE], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to __________________________________________ [INSERT NAME OF CONTRACTOR] ("Contractor"), __________________________________________________________________________ [INSERT NAME OF SURETY] ("Surety"), OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE ("OCII") or other party shall be considered plural where applicable.

CONTRACTOR:

______________________________
Name

______________________________
Address

SURETY:

______________________________
Name

______________________________
Principal Place of Business

CONSTRUCTION CONTRACT

SHIPYARD ART INSTALLATION PROJECT

at HUNTERS POINT SHIPYARD, located in SAN FRANCISCO

DATED _________________, 20____ in the amount of $ _________________

CONTRACTOR AS PRINCIPAL

Company: ________________________
(Corp. Seal)

Signature: _________________________
 __________________________________________________________________________
Name and Title: _______________________

SURETY

Company: ________________________
(Corp. Seal)

Signature: _________________________
 __________________________________________________________________________
Name and Title: _______________________

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to OCII for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no OCII Default, Surety’s obligation under this Bond shall arise after:

3.1 OCII has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 OCII has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When OCII has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety’s expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of OCII, to perform and complete the Construction Contract (but OCII may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids from qualified contractors acceptable to OCII for a contract for performance and completion of the Construction Contract, and, upon determination by OCII of the lowest responsible bidder, arrange for a contract to be prepared for execution by OCII and the contractor selected with OCII’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety’s obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to OCII the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with OCII, determine in good faith the amount for which it may then be liable to OCII under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to OCII with full explanation of the payment’s calculation. If OCII accepts Surety’s tender under this paragraph 4.4, OCII may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If OCII disputes the amount of Surety’s tender under this paragraph 4.4, OCII may exercise all remedies available to it at law to enforce Surety’s liability under paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from OCII to Surety demanding that Surety perform its obligations under this Bond. At all times OCII shall be entitled to enforce any remedy available to OCII at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. Surety’s monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety’s obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety’s obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

7. No right of action shall accrue on this Bond to any person or entity other than OCII or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between OCII and Contractor regarding the Construction Contract, or in the courts of the County of San Francisco, or in a court of competent jurisdiction in the location in which the work is located.
10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to OCII shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, OCII or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by OCII to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

12.2 Construction Contract: The agreement between OCII and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, “default” as provided in Document 00700 General Conditions.

12.4 OCII Default: Material failure of OCII, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _______________ [CONTRACT DATE], is in the penal sum of ______________________________ [ONE HUNDRED PERCENT OF THE CONTRACT PRICE], and is entered into by and between the parties listed below to ensure the payment of claimants under of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to ______________________ [INSERT NAME OF CONTRACTOR] ("Contractor"), _________________________________________ [INSERT NAME OF SURETY] ("Surety"), the Office of Community Investment and Infrastructure ("OCII") or other party shall be considered plural where applicable.

CONTRACTOR: SURETY:

Name ___________________________ Name ___________________________
Address ___________________________ Principal Place of Business

CONSTRUCTION CONTRACT

SHIPYARD ART INSTALLATION PROJECT

The Office of Community Investment and Infrastructure Contract # HPS 01-14

at HUNTERS POINT SHIPYARD, located in SAN FRANCISCO

DATED _____________, 20__ in the amount of $ ___________________________

CONTRACTOR AS PRINCIPAL SURETY
Company: (Corp. Seal) Company: (Corp. Seal)
Signature: ___________________________ Signature: ___________________________
Name and Title: ___________________________ Name and Title: ___________________________

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to OCII and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to OCII, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless OCII from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contact, provided OCII has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims,
demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no OCII Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. If Contractor or its subcontractors however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney’s fee, to be fixed by the court.

4. Consistent with the California Mechanic’s Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. OCII shall not be liable for payment of any costs, expenses, or attorney’s fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the work to be performed thereunder, or materials or equipment to be furnished thereunder or the specifications accompanying the same, shall in any affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications or any other changes.

9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to OCII shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, OCII or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic’s Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. DEFINITIONS

13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor’s subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
13.1.2 Construction Contract: The agreement between OCII and Contractor identified on the signature page, including all Contract Documents and changes thereto.

13.1.3 OCII Default: Material failure of OCII, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT
TO THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE ("OCII"), for construction of
______________________________________________________________________________

SAN FRANCISCO, CALIFORNIA

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to OCII for a period of one (1) year following the date of Final Completion of the Work, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work and its compliance with the Contract Documents including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to OCII and in accordance with OCII’s written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by OCII and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OCII may have the defective Work corrected or the rejected Work removed and replaced. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, OCII shall have all rights and remedies granted by law.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01420 References and Definitions.
The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

_________________________________

_________________________________

_________________________________

____________________
Contractor

____________________
Date

END OF DOCUMENT
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this _____________ [ DATE ] day of ___________ [ MONTH ], 20____ [ YEAR ], by and between the Office of Community Investment and Infrastructure, (“OCII”), and ______________________________ [ Name of Contractor ] (“Contractor”), whose place of business is at _____________________________________ [ Address of Contractor ].

RECITALS

A. OCII and Contractor entered into Contract __________ [    ] for the construction of the SHIPYARD ART INSTALLATION PROJECT in the City of San Francisco, County of San Francisco, State of California (the “Contract”).

B. The Work under the foregoing Contract has been completed.

Now, therefore, it is mutually agreed between OCII and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

<table>
<thead>
<tr>
<th>Description of Claim</th>
<th>Amount of Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum</td>
<td>$________________</td>
</tr>
<tr>
<td>Modified Contract Sum</td>
<td>$________________</td>
</tr>
<tr>
<td>Payment to Date</td>
<td>$________________</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>$________________</td>
</tr>
<tr>
<td>Payment Due Contractor</td>
<td>$________________</td>
</tr>
</tbody>
</table>

2. Subject to the provisions of this Agreement and Release, OCII shall forthwith pay to Contractor the sum of ____________ Dollars and _____ Cents ($________) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with OCII as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against OCII arising from the Contract, except for the claims described in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against OCII, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in paragraph 4. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6, below.

4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Date Submitted</th>
<th>Description of Claim</th>
<th>Amount of Claim</th>
</tr>
</thead>
</table>

[Insert information, including attachment if necessary]

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 OCII, all its agents, employees, inspectors, assignees, consultants 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.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless OCII, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4, above.

8. Contractor hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release 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 only 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.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of OCII shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING ***

[CONTRACTOR]

By: ________________________________
Signature

Its: ________________________________
Title (If Corporation: Chairman, President or Vice President)

By: ________________________________
Signature

Its: ________________________________
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

By: ________________________________
Office of Community Investment and Infrastructure [Manager]
ATTEST:

Office of Community Investment and Infrastructure [Clerk]

REVIEWED AS TO FORM:

Office of Community Investment and Infrastructure [Attorney]

____________________, 20___

END OF DOCUMENT
TO: 

PROJECT:

CONTRACTOR:

SUBCONTRACTOR/SUPPLIER:

DRAWING SHEET REFERENCE/DETAIL NO:

The undersigned bidder submits for consideration the following equipment, material, systems, or other directives from the contract instead of the specified item for the above project:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PARAGRAPH</th>
<th>SPECIFIED ITEM</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Proposed Substitution:

The undersigned bidder encloses the information required herein and in Section 1620 Product Options, Paragraphs 1.03.B, 1.03.C and 1.03.D. By submission of this Substitution Request Form, the undersigned bidder incorporates by reference the representations and warranties set forth in Section 1620, Paragraph 1.04.

Bidder has (a) attached manufacturer’s literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specification that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings? If so, how?

B. Are the warranties on the proposed substitution items identical to those on the specified items? If there are differences between the warranties on the proposed substitution items and the specified items, please specify each and every difference in detail.

C. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.
D. Manufacturers’ guarantees and warranties of the proposed and specified items are:

________ Same ________ Different (explain on attachment)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, and agrees to the terms of Section 1620 Product Options.

Submitted by:

______________________________
Firm

______________________________
Signature

______________________________
Name

______________________________
Address

______________________________
Telephone:

______________________________
Date:

For use by Office of Community Investment and Infrastructure:

___ Accepted ___ Accepted as Noted

___ Not Accepted ___ Rec’d Too Late

By: ___________________________

Date: _________________________

Remarks: __________________________

END OF DOCUMENT
1. Requirements for Escrow Bid Documents.
   a. Within the time period described in Document 00510 Notice of Award, Contractor shall submit to OCII a set of Escrow Bid Documents as defined in section 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00670.
   b. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 00200 Instructions to Bidders, is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its bid security accompanying Contractor’s bid, and OCII may award the Contract to the next lowest responsive responsible bidder.
   c. NO PAYMENTS WILL BE MADE, NOR WILL OCII ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, OCII MAY DECLARE THE BID NON-RESPONSIVE.
   d. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of the Contractor, to:

   [Reception Area of the]
   Office of Community Investment and Infrastructure
   One South Van Ness Avenue
   Fifth Floor
   San Francisco, California 94103

2. Scope of Escrow Bid Documents.
   a. Within the time specified in Paragraph 1 of this Document 00670 Escrow Bid Documents, Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of bid prices for the Contract Documents, as specified in Paragraphs 5 and 6 of this Document 00670 Escrow Bid Documents. This material is referred to in this Document 00670 Escrow Bid Documents as the “Escrow Bid Documents”. Contractor’s Escrow Bid Documents will be held in escrow as provided herein.
   b. Contractor represents and agrees, as a condition of award of the contract, that the Escrow Bid Documents constitute all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

3. Ownership of Escrow Bid Documents.
   a. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by OCII and Contractor, as provided in this Document 00670 Escrow Bid Documents.
   b. OCII stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on OCII’s express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor’s business, is known only to a limited extent and only by a limited number of Contractor’s employees, is safeguarded while in Contractor’s possession, is extremely valuable to Contractor and could be extremely valuable to Contractor’s competitors by virtue of it reflecting Contractor’s contemplated construction techniques. OCII further acknowledges that the Escrow Bid Documents and the information contained in them are made available to OCII only because such action is an express pre-requisite to award of the contract. OCII agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with Paragraph 4 below.

00670 - 1
4. Escrow Bid Documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.

5. Format and Contents of Escrow Bid Documents.
   a. Contractor may submit Escrow Bid Documents in their usual cost estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.
   b. OCIII requires Contractor to clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule in the Escrow Bid Documents. Contractor should separate bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its bid prices. Estimated costs should be broken down into Contractor’s usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in Contractor’s usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each bid item.
   c. Contractor shall identify all costs. For bid items amounting to less than Ten Thousand Dollars ($10,000), Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.
   d. Bid documents provided by OCIII should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

   a. Contractor shall submit the Escrow Bid Documents within the time period described in paragraph 1 above. The container shall be clearly marked on the outside with Contractor’s name, date of submittal, project name and the words “Escrow Bid Documents - Open only in the presence of Authorized Representatives of both OCIII and Contractor”. OCIII will review the Escrow Bid Documents for initial compliance. OCIII has three (3) days after receipt of Bidder’s Escrow Bid Documents to demand additional information.
   b. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.
   c. If Contractor’s proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds five percent (5%) of the total contract price proposed by Contractor, shall provide separate Escrow Bid Documents to be included with those of Contractor. Such documents shall be reviewed in the same manner and at the same time as the review described above for Contractor.
   d. If Contractor wishes to subcontract any portion of the work after award, OCIII retains the right to require Contractor to submit Escrow Bid Documents for the subcontractor for review as provided above before approval of the subcontract.

7. Storage, Examination and Final Disposition of Escrow Bid Documents.
   a. The Escrow Bid Documents will be placed in escrow until final completion of work on the Project, in a mutually agreeable institution. Contractor will pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both OCIII’s and, to the extent reasonably possible, Contractor’s offices, but in no event outside San Francisco County.
   b. Both OCIII and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either OCIII or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims.
Examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential under section 3.b. above.

2. OCII and Contractor (and any subcontractor, to the extent Escrow Bid Documents are required by a subcontractor) shall each designate in writing to the other party and seven (7) days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other person shall have access to the Escrow Bid Documents.

3. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both OCII and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven (7) days notice, then OCII representative may examine the Escrow Bid Documents upon an additional three days notice.

c. Following final completion of work on the Project and achievement of final settlement, OCII shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT
ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this __________ [DATE] day of __________ [MONTH], 20____ [YEAR], by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (hereinafter called the “OCII”), whose address is One South Van Ness Avenue, Fifth Floor, San Francisco, California 94103, ___________________________ [Name of Contractor] (“Contractor”), whose place of business is located at ___________________________ [Contractor’s Address]; and ____________ [insert either] OCII, as escrow agent [or] [Name of Bank], a state or federally chartered bank in the state of California, whose place of business is located at ___________________________ (“Escrow Agent”).

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OCII pursuant to the Construction Contract ___________________ [CONTRACT #] entered into between OCII and Contractor for the ____________________ [     ] in the amount of __________________ [Contract Sum] dated ___________________ [Date of Contract] (the “Contract”). Alternatively, on written request of Contractor, OCII 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 OCII within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld under terms of Contract between OCII and Contractor. Securities shall be held in name of ________________ , and shall designate Contractor as the beneficial owner.

2. OCII shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

3. When OCII makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement 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 OCII pays Escrow Agent directly.

14. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of OCII. Such expenses and payment terms shall be determined by OCII, Contractor and Escrow Agent.

15. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to OCII.

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 OCII to Escrow Agent that OCII consents to withdrawal of amount sought to be withdrawn by Contractor.

7. OCII shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from OCII of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by OCII.

8. Upon receipt of written notification from OCII 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 monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from OCII and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and OCII and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of OCII and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

<table>
<thead>
<tr>
<th>On behalf of OCII:</th>
<th>On behalf of Contractor:</th>
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<tbody>
<tr>
<td>Title</td>
<td>Title</td>
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<td>Name</td>
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<td>Address</td>
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On behalf of Escrow Agent:

<table>
<thead>
<tr>
<th>Title</th>
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<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Signature</td>
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<tr>
<td>Address</td>
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</table>

At the time the Escrow Account is opened, OCII and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Office of Community Investment and Infrastructure

[Name of Contractor]

Title

Title

Name

Name

Signature

Signature

Date

Date

[Name of Escrow Agent]

Title

Title

Name

Name

Signature

Signature

Date

Date

REVIEWED AS TO FORM:

Office of Community Investment and Infrastructure Counsel

Date

END OF DOCUMENT
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GENERAL CONDITIONS

1. GENERAL

A. DOCUMENTS

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Consultant and Contractor; (2) OCII and/or its representatives and a subcontractor, sub-sub-contractor or supplier of any Project labor, materials or equipment; or (3) between any persons or entities other than OCII and Contractor. OCII shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor’s own acts and omissions. Contractor is responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work, labor, materials or equipment under a direct or indirect contract with Contractor.

B. EXERCISE OF CONTRACT RESPONSIBILITIES

In exercising its responsibilities and authorities under Contract Documents, OCII does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Contractor, Contractor’s subcontractors or suppliers. Except as expressly set forth in Contract Documents, in exercising its responsibilities and authorities under Contract Documents, Architect does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Contractor, Contractor’s subcontractors or suppliers.

C. DEFINED TERMS

All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 General Conditions are set forth in Specifications Section 01420 References and Definitions.

2. BIDDING

A. INVESTIGATION PRIOR TO BIDDING

1. Prior to bidding, Bidders must perform the work, investigations, research and analysis required by Article 5 of Document 00520 Agreement. Under Contract Documents, Contractor is charged with all information and knowledge that a reasonable bidder would ascertain from having performed the required work, investigations, research and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work, as that term is defined in Paragraph 5 of this Document 00700.

2. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. OCII warrants, and Contractor may rely on, the accuracy of only limited types of information.

   a. Above ground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to above ground conditions or as-built conditions indicated in Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation information all above ground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on OCII-supplied information regarding above ground conditions and as-built conditions.

   b. Subsurface conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in Contract Documents. OCII is not responsible for (1) the completeness of any subsurface condition information for bidding or construction; (2) Contractor’s conclusions or opinions drawn from any subsurface condition information; or (3) subsurface conditions that are not specifically shown. (For example, OCII is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

3. Conditions Shown In Reports and Drawings Supplied For Informational Purposes: Reference is made to Document 00320 Geotechnical Data and Existing Conditions for identification of geotechnical reports, “as built”
information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any “technical data” regarding subsurface conditions specifically identified in Document 00320 Geotechnical Data and Existing Conditions, and “Underground Facilities” data (as limited in Document 00320), Contractor may not in any manner rely on the information in these materials. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by OCII.

B. SUBCONTRACTORS

Consistent with Public Contract Code Sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without OCII’s written approval. At OCII’s request, Contractor shall provide OCII with a complete copy of all executed subcontracts or final commercial agreements with subcontractors and/or suppliers.

Subcontract agreements must preserve and protect the rights of OCII under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the work to be performed by a subcontractor, Contractor must require the subcontractor’s written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward OCII under Contract Documents. Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. AWARD OF CONTRACT

OCII will make the award of contract by issuing a Notice of Award. Contractor shall deliver to OCII the documents required by Contract Documents in the required quantities and within the required times.

B. COMMENCEMENT OF WORK

The Contract Times will commence to run on the thirtieth (30th) day after issuance of the Notice of Award or, if a Notice to Proceed indicating otherwise is given, on the day indicated in the Notice to Proceed. See also paragraph 15.A.2 of these General Conditions. OCII may give a Notice to Proceed at any time within thirty (30) days after the Notice of Award. Contractor shall not perform any Work at the Site prior to the date on which the Contract Times commence to run.

4. BONDS AND INSURANCE

A. BONDS

1. At or before the date described in the Notice of Award, Contractor must file with OCII the following bonds:

   a. Corporate surety bond, in the form of Document 00610 Construction Performance Bond, in the sum specified therein, to guarantee faithful performance of the Contract Documents; and

   b. Corporate surety bond, in the form of Document 00620 Construction Labor and Material Payment Bond, in the sum specified therein, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of the Work.

2. Sureties must be satisfactory to OCII. Corporate sureties on these bonds and on bonds accompanying Bids must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of [A:VII] or better.

B. INSURANCE

Contractor shall comply with requirements of Document 00822 Insurance.
5. DRAWINGS AND SPECIFICATIONS

A. INTENT

Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, and furnish any materials or equipment, that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work, materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings’ intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

As part of the “Work,” Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Sections of Specifications and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the work to be performed by any specific trade.

Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, consistent with the intent of Drawings and Specifications or the requirements of Contract Documents, including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to OCII. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price bid and Contract Sum.

B. DRAWING DETAILS

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

C. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to OCII, in writing, with a copy to Architect. OCII will issue with reasonable promptness written responses, clarifications or interpretations as OCII may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations will be binding upon Contractor. Contractor shall not carry on work except with the knowledge of OCII. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Times, Contractor shall give OCII prompt written notice as provided in Section 01250 Modification Procedures. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work subject to OCII’s clarification or interpretation and may make a written claim for the adjustment as provided in Paragraph 12 of this Document 00700.

D. CHECKING OF DRAWINGS

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to OCII, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from OCII before proceeding with any Work affected thereby.
E. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

The following general specifications shall apply wherever in the Specifications, or in any directions given by OCII in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 1420 References and Definitions, for first-class work of the kind required. Contractor shall specify in a writing to OCII the materials to be used or work to be performed under this Paragraph 5.E ten (10) business days prior to furnishing such materials or performing such work.

F. DEVIATIONS FROM SPECIFICATIONS AND DRAWINGS

1. Contractor must perform work in accord with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon OCII’s written approval of the proposed deviation.

2. OCII may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering work affected by variations of locations, lines or grades, all changes in Contract Documents will be made as set forth in Paragraph 14 of this Document 00700 and Section 01250 Modification Procedures.

G. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail: (1) modifications in inverse chronological order, and in the same order as specific portions they are modifying; (2) Document 00520 Agreement, and terms and conditions referenced therein; (3) Document 00800 Supplemental Conditions; (4) Document 00700 General Conditions; (5) Division 1 Specifications; (6) Drawings and Division 2 through 16 Specifications; (7) written numbers over figures, unless obviously incorrect; (8) figured dimensions over scaled dimensions; (9) large-scale Drawings over small-scale drawings.

2. Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

3. Any conflict between a bill or list of materials shown in Contract Documents and the actual quantities required to complete Work required by Contract Documents, then the actual quantities shall take precedence.

4. In the event the technical specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within Contract Documents unless identified otherwise.

H. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of OCII. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY OCII OR BY SEPARATE CONTRACTORS

A. OCII'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

OCII may perform with its own forces, construction or operations related to the Project. OCII may also award separate contracts in connection with other portions of the Project or other construction or operations, on the site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term “Contractor” in these Contract Documents shall mean the Contractor herein.
B. MUTUAL RESPONSIBILITY

1. Contractor shall afford all other contractors, utility owners and OCII (if OCII is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, and shall cooperate with them to facilitate the progress of the Work.

2. Contractor shall coordinate its Work with the work of other separate contractors, OCII, and utility owners. Contractor shall hold coordination meetings with other contractors, OCII and its representatives, and utility owners as required by the Section 01315 Project Meetings.

3. Unless otherwise provided in Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, OCII or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of OCII and the others whose work will be affected.

4. Contractor’s duties and responsibilities under Paragraphs 6.B.1, 6.B.2 and 6.B.3 above are for the benefit of OCII and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between OCII and such other contractors and utility owners.

5. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to OCII, in writing, with a copy to Architect, any defect in in-place work that will impede or increase the cost of Contractor’s interface unless corrected. OCII will require Contractor responsible for the defective work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to OCII in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to OCII. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. OCII AUTHORITY OVER COORDINATION

1. OCII shall have authority over coordination of the activities of multiple contractors in cases where OCII performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities perform work on the Site. OCII may at any time and in its sole discretion, designate a person or entity other than OCII to have authority over the coordination of the activities among the various contractors. OCII’s authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its work with other contractors and utility owners as specified above. Contractor shall promptly notify OCII in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

2. Contractor shall suspend any part of the Work or carry on the same in such manner if directed by OCII when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or work change is due in whole or in part to Contractor’s failure to perform its obligation to coordinate its work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by OCII if the suspension or work change is due in whole or in part to another contractor’s failure to coordinate its work with Contractor, other contractors and utility owners. OCII reserves the right to backcharge Contractor for any damages or claims incurred by other contractors as a result of Contractor’s failure to perform its obligations to coordinate with other contractors and utility owners. OCII may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures, and Contractor releases OCII of further liability for such funds.

7. OCII AND PAYMENT

A. OCII’S REPRESENTATIVES

OCII’s designated authorized representatives will have limited authority to act on behalf of OCII as set forth in Contract Documents. Except as otherwise provided in these Contract Documents, OCII shall issue all communications to Contractor through Project Manager and Contractor shall issue all communications to OCII through Project Manager in a written document delivered to OCII. All communications between Contractor and Architect shall be confirmed in a written document copied to OCII. Should any direct communications between Contractor and Architect occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to OCII.
B. MEANS AND METHODS OF CONSTRUCTION

Subject to those rights specifically reserved in Contract Documents, OCII shall not supervise, or direct, or have control over, or be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor’s failure to comply with laws and regulations applicable to the furnishing or performance of Work. OCII shall not be responsible for Contractor’s failure to perform or furnish the Work in accordance with Contract Documents.

C. RECEIPT AND PROCESSING OF APPLICATIONS FOR PAYMENT

As required by Section 01200 Measurement and Payment, Contractor shall prepare the schedules, submit applications for progress payments or final payments and warrant title to all Work covered by each application for payment. OCII shall review Contractor’s applications for payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 01200 Measurement And Payment.

8. CONTROL OF THE WORK

A. SUPERVISION OF WORK BY CONTRACTOR

1. Contractor shall supervise, inspect and direct work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

2. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without OCII’s express written consent. The Superintendent will be Contractor’s representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to the Superintendent shall be as binding as if given to Contractor.

B. OBSERVATION OF WORK BY OCII AND ARCHITECT

1. Work shall be performed under OCII’s general observation and administration. Contractor shall comply with OCII’s directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under Contract Documents.

2. Architect will advise and consult with OCII, but will have authority to act on behalf of OCII only to extent provided in Contract Documents. Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

3. Architect will review Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for conformance with design concept of Work and with information given in Contract Documents.

4. Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Architect may recommend to OCII that it disapprove or reject Work that Architect believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents.

5. Architect may conduct inspections to recommend to OCII the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to OCII for review written warranties and related documents required by Contract Documents.

6. OCII’s or Architect’s failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

7. OCII will have authority to require special inspection or testing of any and all Work, whether or not the Work is fabricated, installed or completed, at any time.
C. ACCESS TO WORK SITE

During performance of Work, OCII and its agents, consultants, and employees may at any time enter upon Work, shops where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as OCII’s interests may require. Other contractors performing work for OCII may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in Contract Documents, Contractor shall have sole care, custody and control of the Site and its work areas.

D. EXISTING UTILITIES

1. Drawings indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water and other similar items and utilities that are known to OCII. Contractor shall locate these known existing installations before proceeding with trenching, or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the work, at no increase in Contract Sum. Additional utilities whose locations are unknown to OCII are suspected to be existing. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to OCII for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in these General Conditions. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention including reasonable action taken to protect or repair damage shall be determined as provided in these General Conditions.

2. At no additional cost to OCII, Contractor must incorporate into the work main or trunkline utilities identified in Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including minor adjustments to design location or minor relocations of the existing installations. Contractor must take immediate action to restore any in service installations damaged by Contractor’s operations. Should OCII determine that Contractor has not responded in a timely manner or not diligently pursued completion of the work, OCII may restore service and deduct the costs of such action by OCII from the amounts due under the Contract.

3. Consistent with Government Code Section 4215, as between OCII and Contractor, OCII shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Project Site only if such utilities are not identified in the Drawings and Specifications made a part of the invitation for bids. OCII shall compensate for the cost of locating and repairing damage not caused directly or indirectly, in whole or in part by Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated on the Drawings and Specifications with reasonable accuracy, and equipment on the Project necessarily idled during such work. The compensation shall be determined in accordance with the provisions of these General Conditions.

4. Prior to performing work at the Site, Contractor must lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to OCII, prior to commencing other work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor must further locate by carefully excavating with small equipment and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced above).

5. Nothing in these General Conditions shall be deemed to require OCII to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the site of the construction. Contractor shall immediately secure all available information and notify OCII and utility, in writing, of its discovery, while performing the Work under Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

9. WARRANTY, GUARANTRY AND INSPECTION OF WORK

A. WARRANTY AND GUARANTEES

1. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use; and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and
all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction, where that is specifically shown and expressly required by Contract Documents.

2. **Extended Guarantees:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply OCII with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

3. **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this Paragraph 9.A.3 are effective continuously during Contractor’s work on the Project and following cessation of labor for any reason, including but not limited to, Project completion. Contractor covenants, warrants and represents to OCII that:
   
   a. To Contractor’s knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to OCII.

   b. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB’s are or were located on the Project at any time during Contractor’s construction thereof.

   c. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to OCII.

   d. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for, any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide OCII with copies thereof.

**B. INSPECTION OF WORK**

1. All materials, equipment and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by OCII, its agents, or independent contractors retained by OCII to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, OCII shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

2. Contractor shall give OCII timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

3. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish OCII with the required certificates of inspection, or approval. OCII shall pay the cost of initial testing and Contractor shall pay all costs in connection with any follow up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mixed designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

4. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of OCII, Contractor must uncover the Work at OCII’s request. Contractor shall bear the expense of uncovering Work and replacing Work.

5. In any case where Contractor covers Work contrary to OCII’s request, Contractor must uncover Work for
OCII’s observation or inspection at OCII’s request. Contractor shall bear the cost of uncovering Work.

6. Whenever required by OCII, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, OCII in manner herein prescribed for paying for alterations, modifications and extra work, except as otherwise herein specified will pay for examination.

7. Inspection of the Work by or on behalf of OCII, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

C. CORRECTION OF DEFECTIVE WORK

1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, OCII may order Contractor to replace any defective Work, or stop any portion of Work to permit OCII (at Contractor’s expense) to replace such defective work. These OCII rights are entirely discretionary on the part of the OCII, and shall not give rise to any duty on the part of OCII to exercise the rights for the benefit of Contractor or any other party.

2. OCII may direct Contractor to correct any defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, OCII may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with OCII’s calculations, it may make a claim as provided in Paragraph 12 of this Document 00700. OCII’s rights under this paragraph 9.C.2. shall be in addition to any other rights it may have under Contract Documents. Where Contractor fails to correct defective work OCII shall have all rights and remedies granted by law.

3. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to OCII and in accordance with OCII’s written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by OCII and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OCII may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, OCII shall have all rights and remedies granted by law.

4. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

5. Where defective or rejected Work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY OCII

1. OCII may accept defective Work. Contractor shall pay all claims, costs, losses and damages attributable to OCII’s evaluation of and determination to accept such defective Work. If OCII accepts any defective work prior to final payment, a Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, OCII may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the defective work. If Contractor disagrees with OCII’s calculations, it may make a claim as provided in Paragraph 12 of this Document 00700. If OCII accepts any defective work after final payment, Contractor shall pay to OCII, an appropriate amount as determined by OCII.

2. OCII may correct and remedy deficiency if, after five (5) days written notice to Contractor, Contractor fails to correct defective Work or to remove and replace rejected Work in accordance with Paragraph 9.C.2 of these General Conditions;
or provide a plan for correction of defective Work acceptable to OCII; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, OCII may exclude Contractor from all or part of the Site, take possession of all or part of Work and suspend Contractor’s work related thereto, take possession of all or part of Contractor’s tools, appliances, construction equipment and machinery at the Site, and incorporate in Work any materials and equipment stored at the Site or for which OCII has paid Contractor but which are stored elsewhere. Contractor shall allow OCII, its representatives, agents, employees, and other contractors and Architect’s consultants access to the Site to enable OCII to exercise the rights and remedies under this Paragraph 9.D.2. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by OCII in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, OCII may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with OCII’s calculations, it may make a claim as provided in Paragraph 12 of this Document 00700.

E. RIGHTS UPON INSPECTION OR CORRECTION

1. Contractor shall not be allowed an extension of Contract Times because of any delay in the performance of Work attributable to the exercise by OCII of its rights and remedies under this Paragraph 9 of these General Conditions. Where OCII exercises its rights under this Paragraph 9, it retains all other rights it has by law or under Contract Documents, including but not limited to, the right to terminate Contractor’s right to proceed with the Work under Contract Documents and/or make a claim or backcharge where a Change Order cannot be agreed upon.

2. Contractor’s obligation to complete the Work in accordance with Contract Documents shall be absolute, unless OCII agrees otherwise in writing. Inspection and/or review of shop drawings or submittals, shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for work completed through periodic progress payments or otherwise shall not operate to waive OCII’s right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor.

F. SAMPLES AND TESTS OF MATERIALS AND WORK

Contractor shall furnish in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to OCII. Contractor shall submit all samples in ample time to enable OCII to make any necessary tests, examinations or analyses before the time it is desired to incorporate the material into the work.

G. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

In order that OCII may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time when requested submit to OCII properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. ACCEPTANCE

Inspection by OCII or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by OCII, any extension of time, any verbal statements on behalf of OCII or its authorized agents or representatives shall not operate as a waiver or modification of any provisions of Contract Documents, or of any power reserved to OCII herein or therein or any right to damages provided in Contract Documents. Any waiver of any breach of Contract Documents shall not be held to be a waiver of any other subsequent breach.

10. CONTRACTOR’S ORGANIZATION AND EQUIPMENT

A. CONTRACTOR’S LEGAL ADDRESS

Address and facsimile number given in Contractor’s Bid are hereby designated as Contractor’s legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to OCII, which in conspicuous language advises OCII of a change in legal address or facsimile number. Delivery to Contractor’s legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor’s designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.
B. CONTRACTOR'S OFFICE AT THE WORK SITE

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from OCII, communications, instructions or Drawings. Communications, instructions or Drawings given to Contractor’s representative or delivered at the Site office in representative’s absence shall be deemed to have been given to Contractor.

C. CONTRACTOR’S SUPERINTENDENTS OR FOREPERSONS

Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that OCII may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

D. PROFICIENCY IN ENGLISH

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site must possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

E. CONTRACTOR’S AND SUBCONTRACTORS’ EMPLOYEES

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If OCII notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful or disorderly, or fails to observe customary standards of conduct or refuses to carry out provisions of Contract Documents, or uses threatening or abusive language to any person on Work representing OCII, or violates sanitary rules, or is otherwise unsatisfactory, and if OCII requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of OCII.

F. CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

1. Unless otherwise required by OCII under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Times. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

2. At any time during progress of Work should Contractor directly or indirectly (through subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then upon receipt of notice to that effect from OCII, OCII may notify Contractor to accelerate the Work and/or furnish additional qualified workers or materials as OCII may consider necessary, at no cost to OCII. If Contractor does not comply with the notice within three (3) business days of date of service thereof, OCII shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as OCII may elect. OCII shall deduct from monies due or which may thereafter become due under Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. OCII shall deduct from funds or appropriations set aside for purposes of the Work the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of OCII from claims of others.

3. Exercise by OCII of the rights conferred in Paragraph 10.F.2 above is entirely discretionary on the part of OCII. OCII shall have no duty or obligation to exercise the rights referred to in Paragraph 10.F.2 of these General Conditions and its failure to exercise such rights shall not be deemed an approval of existing work progress or a waiver or limitation of OCII’s right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon OCII under Paragraph 10.F.2 above are cumulative to OCII’s other rights under provisions of Contract Documents.

G. CONTRACTOR TO LIST TRADES WORKING

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to OCII.

H. CONTRACTOR'S USE OF THE SITE
Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between OCII and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy OCII-owned property outside the limit of the work as shown on Drawings unless it obtains prior approval from OCII.

11. PROSECUTION AND PROGRESS OF THE WORK

A. SCHEDULES AND EXAMINATION OF WORK

1. Contractor shall submit schedules and reports, shop drawings and submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Specifications Sections 01315 Project Meetings, 01320 Progress Schedules and Reports and 01330 Submittals.

2. Contractor shall submit to OCII for review and discussion at the Preconstruction Conference described in Section 01315 Project Meetings:

   a. Progress schedules and reports as required by Specification Sections 01320 and 01330. Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis for purpose of recording and monitoring the progress of Work and evaluating and preparing Contractor’s monthly progress payments. Contractor’s updated schedules shall comply with Section 01320 and 01330 and shall accurately reflect actual start and stop dates of activities and resources applied.

   b. Within fourteen (14) calendar days after the Notice of Award, a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Specification Section 01330. If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within twenty-one (21) calendar days after receipt of Notice of Award from OCII.

   c. Within fourteen (14) calendar days after the Notice of Award, a preliminary schedule of values for all the Work which will include quantities and prices of items aggregating the Contract Sum and will subdivide each schedule of value into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values will include an appropriate amount of overhead and profit applicable to each item of work, will include a line item for project record documents, and a line item for project scheduling, and will conform to Specification Section 01200 Measurement and Payment.

3. Unless otherwise provided in the Contract Documents, at least fifteen (15) days before submission of the First Application for Payment, a conference attended by Contractor, Architect, OCII, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with the above subparagraph 2 and first reviewed at the Preconstruction Conference. Contractor shall have an additional seven (7) days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Specification Sections 01200, 01320 and 01330. No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to OCII and/or Architect as meeting the requirements of the Contract Documents (including Specification Sections 01200, 01320 and 01330). OCII’s acceptance of Contractor’s schedules will not create any duty of care or impose on OCII or OCII any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor’s full responsibility therefor.

4. Before commencing any portion of Work, Contractor shall inform OCII in writing as to time and place at which Contractor wishes to commence Work, and nature of work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to OCII a reasonable time in advance of time at which Contractor proposes to begin Work, so that OCII may make necessary preliminary work without inconvenience or delay to Contractor.

5. Contractor shall submit submittals and shop drawings to Architect for review in strict accordance with Section 01330 Submittals. Submission of a Shop Drawing shall constitute Contractor’s representation that all requirements of Section 01330 Submittals have been complied with. All submittals will be identified as Architect may require and in the number of copies specified in Section 01330 Submittals.

6. Contractor shall not perform work requiring submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final schedule of Shop Drawing and Sample submissions accepted by Architect, any related
Work performed prior to Architect’s approval of the pertinent submittal will be at the sole expense, responsibility and risk of Contractor.

B. LINES AND GRADES, MEASUREMENTS

1. Contractor shall be responsible for the accuracy of the building lines and levels. Contractor shall employ a licensed civil engineer or surveyor to establish and maintain all lines and levels necessary for the location and construction of the Work. Contractor shall verify the levels shown on Drawings with existing levels and notify OCII of any discrepancies before proceeding with the Work. Unless directed otherwise by OCII, Contractor shall do Work to lines and grades established by Contractor at Contractor’s expense. Contractor shall, at its sole cost, repair or replace any monument, stake, or mark destroyed or damaged by Contractor by reason of its operations or, at OCII’s election, OCII may charge Contractor with the cost of repairing or replacing any destroyed or damaged monument, stake, or mark. Before performance of the Work, Contractor must take field measurements and verify field conditions consistent with prudent construction industry standards, carefully compare the field measurements and conditions and other information known to Contractor with the Contract Documents, and notify OCII of any discrepancies.

2. No direct payment will be made for Contractor’s cost of any Work or delay occasioned by establishing or checking lines and grades or making other measurements, or by inspection, and no extension of time will be allowed for such delays.

3. At OCII’s request, Contractor shall, without charge, provide workers from Contractor’s force, and tools and materials, to assist OCII temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. At times it may be necessary to discontinue portions of Contractor’s work in order for OCII to make measurements or surveys without interruptions or other interference that might impair accuracy of results. At any time, on OCII’s request, Contractor shall discontinue work to such extent as may be necessary for OCII’s purposes.

C. COST DATA

1. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide OCII with monthly summaries of this information. If contractor maintains summaries or reports comparing actual project costs with bid estimates or budgets, it shall provide OCII with a copy of such report whenever it is generated.

2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on site, work activities, problems encountered and delays. Contractor shall provide OCII with copies each day. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with subcontractors and records of meetings with subcontractors.

3. OCII shall have the right to audit and copy Contractor’s books and records of any type, nature or description relating to the Project (including but not limited to financial records), and to inspect the Site, including Contractor’s trailer, or other job site office, and this requirement shall be contained in the subcontracts of subcontractors working on site. By way of example, OCII shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 00670 Escrow Bid Documents), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. OCII and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph 11.C at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in Contract Documents.

4. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be maintained and available to OCII for reference. Upon completion of the Work, Contractor shall deliver to OCII, the Record Documents, samples and shop drawings and as-built drawings.

12. CLAIMS BY CONTRACTOR
A. GENERAL

1. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents, Contractor shall give written notice to OCII. Contractor shall bear all costs incurred in giving notice. OCII shall render a determination regarding the issue, which shall be final. OCII shall have the right but not the obligation to affirm or disaffirm the Architect’s interpretation of Drawings or Specifications (if any) and OCII’s decision to affirm or disaffirm shall be final. If Contractor disagrees with OCII’s decision, Contractor’s sole and exclusive remedy is to file a claim in accordance with this Paragraph 12 of these General Conditions. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.

2. Work Disputes: Contractor shall give written notice to OCII of any dispute arising under Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. OCII shall render a determination regarding the issue, which shall be final. If Contractor disagrees with OCII’s decision, Contractor’s sole and exclusive remedy is to file a claim in accordance with this Paragraph 12 of these General Conditions. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

3. The claim notice and documentation procedure described in this Paragraph 12 applies to all claims and disputes arising under Contract Documents, including without limitation any claim or dispute by any subcontractor or material supplier. All subcontractor and supplier claims of any type shall be brought only through Contractor as provided in Paragraph 12 of this Document 00700 General Conditions. Under no circumstances shall any subcontractor or supplier make any direct claim against OCII.

4. “Claim” means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under Paragraph 12 of these General Conditions.

5. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under Contract Documents by submitting a separate claim in compliance with claim submission requirements.

6. The provisions of this Paragraph 12 of this Document 00700 General Conditions survive termination or completion of Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

B. PROCEDURE

1. Should any clarification, determination, action or inaction by OCII or Architect, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively “Disputed Work”), then Contractor and OCII shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) calendar days after Contractor’s first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice and cost proposal for the Disputed Work with OCII stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Paragraph, Contractor shall waive its rights to further claim on the specific issue.

2. OCII will review Contractor’s timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify OCII, in writing, within seven (7) calendar days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor’s failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to OCII a document titled “Claim Update” which shall update and quantify all elements of the claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every thirty (30) days
shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages, total damages (direct and indirect) and/or any time extension will be determined at a later date shall not comply with this Paragraph and shall result in Contractor waiving its claim(s).

3. Upon receipt of Contractor’s formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, OCII or its designee will review the issue and render a final determination. If Contractor’s claims submitted in accordance with this Paragraph 12 at project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

4. Claims shall be calculated in the same manner as Change Orders per Section 01250 Modification Procedures. EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OCII SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 MODIFICATION PROCEDURES.

C. CLAIM FORMAT

Contractor shall submit the claim justification in the following format: (a) Cover letter and certification, (b) summary of claim, including underlying facts, entitlement, quantum calculations, contract provisions supporting relief, (c) list of documents relating to claim including specifications, drawings, clarifications/requests for information, schedules, other (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, (g) attach supporting documents referenced in (c).

D. EXCLUSIVE REMEDY

Contractor’s performance of its duties and obligations specified in Paragraph 12 of these General Conditions and submission of a claim as provided in Paragraph 12 is Contractor’s sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by OCII, its representatives, consultants or agents, or the transfer of Work or the Project to OCII for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Paragraph 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Paragraph 12 may be asserted in any Government Code Claim, subsequent litigation, or legal action. OCII shall not have deemed to waive any provision under Paragraph 12, if at OCII’s sole discretion, a claim is accepted in a manner not in accord with Paragraph 12.

E. MEDIATION

All claims not subject to the claim resolution procedures set forth in Section 01410 Regulatory Requirements shall, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation’s conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

13. LEGAL AND MISCELLANEOUS

A. LAWS AND REGULATIONS

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting Contract Documents, Work and persons connected with Work, and shall protect and indemnify OCII and its commissioners, officers, employees, consultants and agents against any claim or liability, including attorney’s fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Drawings and Specifications require large sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something which will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. PERMITS AND TAXES

Contractor shall procure all permits and licenses, pay all charges and fees, including fees for street opening permits, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. OCII will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Price. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads and other works in advance of operations, even where OCII may have already obtained permits for the Work.

C. RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

1. OCII and the City and County of San Francisco, including but not limited to its respective supervisors, commissioners, officers, employees, consultants and agents shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify, and hold harmless OCII and the City and County of San Francisco, including but not limited to its respective supervisors, commissioners, officers, employees, consultants and agents, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney’s fees and consultant’s fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of OCII or by any person or entity required to be indemnified hereunder.

3. With respect to third party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against OCII and the City and County of San Francisco, including but not limited to its respective supervisors, commissioners, officers, employees, consultants and agents.

4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

5. To the furthest extent permitted by law (including without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, OCII may in its discretion backcharge Contractor for its costs and damages resulting therefrom and withhold such sums from progress payments or other contract monies which may become due.

6. The indemnities in Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to OCII to the extent of its active negligence.

D. NOTICE OF CONCEALED OR UNKNOWN CONDITIONS

1. Before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 00320 Geotechnical Data and Existing Conditions, and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

   “Except in an emergency, every person planning to conduct any excavation shall contact the appropriate

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regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

Contractor shall contact the regional notification center, “Underground Service Alert” (“USA”), and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide OCII with copies of all USA records secured by Contractor. Contractor shall advise OCII of any conflict between information provided in Document 00320 Geotechnical Data and Existing Conditions, the Drawings and that provided by USA records.

2. If either of the following conditions is encountered at Site, Contractor shall give written notice to OCII promptly before conditions are disturbed (except in an emergency as required by Paragraph 16.D of these General Conditions), and in no event later than seven (7) days after first observance of (a) Subsurface or Latent physical conditions which differ materially from those indicated in Contract Documents; (b) Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in Contract Documents.

3. In response to Contractor’s written notice under Paragraph 13.D.2 of these General Conditions, OCII will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor’s cost of, or time required for, performance of any part of the Work, OCII will issue a Change Order under the procedures described in Contract Documents.

4. If OCII determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of Contract Documents is justified, OCII shall so notify Contractor in writing, stating reasons.
5. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times regarding claimed Latent or materially different Site conditions if (a) Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or (b) Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation Paragraph 13.D.2 of these General Conditions; or (c) the information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that Paragraph 13.D.2 precludes reliance upon; or (d) Contractor was required to give written notice under Paragraph 13.D.2 and failed to do so within the time required.

6. If OCII and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Times required under this Paragraph, Contractor shall proceed with the Work as directed by OCII and may make a claim as provided in Paragraph 12 of these General Conditions.

7. In the event the OCII exercises its rights to decide disputed issues pertaining to changed work, as set forth above, then the resulting Change Order shall be effective when signed by the OCII and notwithstanding the fact that the contractor has not signed it.

8. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data, including but not limited to, Document 00320 Geotechnical Data and Existing Conditions, and information on file at USA; (b) locating all Underground Facilities shown or indicated in Contract Documents, available information, or indicated by visual observation, including but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by OCII or in information on file at USA, or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven (7) days), and prior to performing any Work in connection therewith (except in an emergency as required by Paragraph 16 of these General Conditions), identify the owner of such Underground Facility and give written notice to that owner and to OCII. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

9. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by OCII only where the Underground Facility (a) was not shown or indicated in Contract Documents or in the information supplied pursuant to Document 00320 Geotechnical Data and Existing Conditions, or in information on file at USA; and (b) Contractor did not know of it; and (c) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in Contract Documents, in the information supplied to Contractor pursuant to Document 00320 Geotechnical Data and Existing Conditions, in information on file at USA, or otherwise reasonably available to Contractor.)

10. Contractor shall bear the risk that Underground Facilities not owned or built by OCII may differ in nature or locations shown in information made available by OCII pursuant to Document 00320 Geotechnical Data and Existing Conditions, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

E. NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

1. Notice by Contractor shall be given in writing to OCII promptly, before any of the following conditions are disturbed (except in an emergency as required by Paragraph 16.D below), and in no event later than 24 hours after first observance, of any (a) material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous materials"); (b) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials"). As used in this paragraph 13.E, “hazardous materials” shall include asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material.

2. Except as otherwise provided in Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under Contract Documents (such as hazardous waste or hazardous material
3. Contractor’s written notice under Paragraph 13.E.1 above shall indicate whether the hazardous materials or other materials was shown or indicated in Contract Documents to be within the scope of Work, and whether the hazardous waste or material was brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

4. Contractor shall not be entitled to any adjustment in the Contract Sum or Times regarding claimed hazardous materials or other materials if (1) Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its bid; or (2) Contractor should have known of the existence of such hazardous materials or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or (3) Contractor failed to give the written notice within the time required by Paragraph 13.E.1 of these General Conditions.

5. If OCII determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, OCII shall notify Contractor in writing, stating the reasons for its determination. If OCII and Contractor cannot agree on an adjustment in Contract Sum or Contract Times, Contractor shall proceed with the Work and as directed by OCII and may file a claim as provided in Paragraph 12 of these General Conditions.

6. In addition to the parties’ rights under paragraph 13.E.5 above, if Contractor does not agree to resume work based on a reasonable belief that it is unsafe, or does not agree to resume work under special conditions, OCII may order the disputed portion of work deleted from the Work, or performed by others, or OCII may invoke its right to terminate Contractor’s right to proceed under Contract Documents in whole or in part. If Contractor does not agree with OCII’s determination of any adjustment in the Contract Sum or Times as a result, Contractor may make a claim as provided in Paragraph 12 of these General Conditions.

F. SUSPENSION OF WORK

OCII may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as OCII may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250. No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (b) that an equitable adjustment is made or denied under another any other provision of Contract Documents; or (c) that the suspension of Work was the direct or indirect result of Contractor’s failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Paragraph 12 herein.

G. TERMINATION OF CONTRACT FOR CAUSE

1. Contractor shall be in default of Contract Documents and OCII may terminate Contractor’s right to proceed under Contract Documents, for cause:

   a. Should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

   b. Should Contractor commit a material breach of Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from OCII to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide OCII within the 10 day period with a written plan acceptable to OCII to cure said breach, and then diligently commence and continue such cure according to the written plan); or

   c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any
governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from OCII to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide OCII within the 10 day period with a written plan to cure said violation acceptable to OCII, and then diligently commence and continue performance of such cure according to the written plan.); or

d. Should any material representation, warranty, declaration, certification or other statement (together, “representations”) made by Contractor in any Bidding Document or otherwise to OCII in connection with Contractor’s obtaining or performing this Contract prove to be materially incorrect when made, or should Contractor materially breach any material agreement made in any Bidding Document. Without limiting the foregoing, for purpose of this Paragraph 13.G.1.d, all representations and agreements in the items included in “Envelope A” as provided in Document 00250 Bid Contents, Evaluation, Selection and Award are material.

2. If OCII at any time reasonably believes that Contractor is or may be in default under Contract Documents, as defined above, OCII may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which OCII may advise Contractor of in writing. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten (10) calendar days of demand, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, OCII shall immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 Construction Performance Bond. Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), OCII may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

4. In the event of termination by OCII as provided in Paragraph 13.G.1 above for cause,

a. OCII shall compensate Contractor for the value of the Work delivered to OCII upon termination as determined in accordance with Contract Documents, subject to all rights of offset and backcharges, and provided that Contractor provides OCII with updated as-builts and Project record documents showing the Work performed up to the date of termination. However, OCII shall not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

b. Contractor shall deliver to OCII possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of Contract Documents. The provisions of this Paragraph shall not be interpreted to diminish any right which OCII may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate OCII for all loss, cost, damage, expense, and/or liability suffered by OCII as a result of such termination and failure to comply with Contract Documents.

c. OCII shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document. In the even the Surety exercises any options to complete the Project itself or through agents or other contractors, OCII shall have the absolute right to reject performance offered that includes Contractor as either a completing contractor or an agent/subcontractor of the Surety following a termination for cause.

5. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with the provisions of Contract Documents on claims and calculated in accordance with the provisions of Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

H. TERMINATION OF CONTRACT FOR CONVENIENCE

1. OCII may terminate performance of the Work under Contract Documents in accordance with this clause in whole, or from time to time in part, whenever OCII shall determine that termination is in OCII’s best interest. Termination shall
be effected by OCII delivering to Contractor notice of termination specifying the extent to which performance of the Work under Contract Documents is terminated, and the effective date of the termination.

2. After receiving a notice of termination under Paragraph 13.H.1 above, and except as otherwise directed by OCII, Contractor shall:
   a. Stop Work under Contract Documents on date and to extent specified in notice of termination;
   b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under Contract Documents which is not terminated;
   c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
   d. Assign to OCII in manner, at times, and to extent directed by OCII, all right, title, and interest of Contractor under orders and subcontracts so terminated. OCII shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
   e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of OCII to extent OCII may require. OCII’s approval or ratification shall be final for purposes of this Paragraph;
   f. Transfer title to OCII, and deliver in the manner, at the times, and to the extent, if any, directed by OCII, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to OCII;
   g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that OCII directs or authorizes, any property of types referred to in Paragraph 13.H.2.f. above, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by OCII. Proceeds of transfer or disposition shall be applied to reduce payments to be made by OCII to Contractor under Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as OCII may direct;
   h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
   i. Take such action as may be necessary, or as OCII may direct, to protect and preserve all property related to Contract Documents which is in Contractor’s possession and in which OCII has or may acquire interest.

3. After receipt of a notice of termination, Contractor shall submit to OCII its termination claim, in form and with all certifications required by Paragraph 12 herein. Contractor’s termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and OCII may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Paragraph 13.H. If Contractor and OCII fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Paragraph 13.H, OCII shall determine, based on information available to it, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor for Work specified in Contract Documents which is performed before the effective date of the termination, the total (without duplication of any items) of -
   a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by Contractor, cost of work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such work.
   b. When, in OCII’s opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
c. A reasonable allowance for profit on cost of Work performed as determined under Paragraph 13.H.3.a, provided that Contractor establishes to OCII’s satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

d. Reasonable costs to Contractor of handling material returned to vendors, delivered to OCII or otherwise disposed of as directed by OCII.

e. A reasonable allowance for Contractor’s internal administrative costs in preparing termination claim.

f. OCII shall have no obligation to pay Contractor under this Paragraph 13.H unless and until Contractor provides OCII with updated and acceptable as-built and Project record documents for Work completed prior to termination.

Except as provided above, OCII shall not be liable for costs incurred by Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor’s Bid, attorney’s fees of any type, and all other costs relating to prosecution of claim or lawsuit.

4. In arriving at the amount due Contractor under this clause there shall be deducted: (a) All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents; (b) any claim which OCII may have against Contractor in connection with Contract Documents; and (c) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of Paragraph 13.H, and not otherwise recovered by or credited to OCII.

I. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Contractor hereby assigns to OCII each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after OCII’s termination of Contractor’s right to proceed under Contract Documents (or portion thereof relating to that Subcontract) pursuant to Paragraphs 13.G or 13.H above.

2. The Assignment is effective only for the Subcontracts which OCII expressly accepts by notifying the Subcontractor in writing;

3. The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance Bond provided under Contract Documents, where the Surety exercises its rights to complete the Contract;

4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in Paragraphs 13.G or 13.H above), sign all instruments and take all actions reasonably requested by OCII to evidence and confirm the effectiveness of the assignment in OCII; and

5. Nothing in this Paragraph 13.I shall modify or limit any of Contractor’s obligations to OCII arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

J. REMEDIES

Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between OCII and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of San Francisco. All OCII remedies provided in Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances OCII shall have any and all other equitable and legal rights and remedies which it would have according to law.
K. PATENTS

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless OCII and each of its officers, employees, consultants and agents, including, but not limited to, the OCII and each OCII representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney’s fees, arising from or relating to any claim that any article supplied or to be supplied under Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

L. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or equal” and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of OCII, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 Substitution Request Form as provided in Document 00200 Instructions to Bidders. A Substitution will be approved only if it is a true “equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, and functioning.

M. INTEREST OF PUBLIC OFFICERS

No representative, officer, commissioner, or employee of OCII, no member of the governing body of the locality in which the Project is situated, no member of the locality in which OCII was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in Contract Documents or the proceeds thereof.

N. LIMIT OF LIABILITY

OCII, CITY AND COUNTY OF SAN FRANCISCO, AND EACH OF THEIR COMMISSIONERS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, EACH OCII REPRESENTATIVE SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

O. SEVERABILITY

Any provisions or portions thereof of Contract Documents which are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in Contract Documents.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

1. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.

2. OCII may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the work; change the Contract Times; delete any item or portion of the work; and require extra work. Contractor shall perform such work under applicable provisions of Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra work, OCII reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such OCII-furnished labor, materials, and equipment.

3. Changes affecting time or price of the Work shall be set forth in a written Change Order that shall specify: (1) the work performed in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and
the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will not become effective until signed by OCII. In the absence of bilateral agreement, a Change Order becomes effective when OCII signs it.

4. Changes not affecting the time or price of the Work, in OCII’s discretion, may be set forth in a written RFI executed by OCII. Execution of such an RFI constitutes Contractor’s agreement to make the specified change without change to the Contract Price or the Contract Times.

5. No changes or deviations from Contract Documents affecting time or price of the Work will be made without the authority of an approved Change Order or Construction Change Directive, as provided herein or in Section 01250 Modification Procedures, except in cases of emergency discussed herein.

6. Contractor in accordance with Contract Documents shall diligently carry out all Change Orders. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in Contract Documents shall be increased or decreased by the amount that Contractor and OCII may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then OCII shall reach a determination, which shall be final, subject to Contractor’s rights under Paragraph 12 of these General Conditions. In all cases Contractor shall perform the changed work as directed by OCII subject to Contractor’s rights under Paragraph 12 of these General Conditions.

7. Contractor shall, upon OCII’s request, permit inspection of the original unaltered Project Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with the cost proposal.

8. Changes in the Work made pursuant to this Paragraph and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees/warranties given by Contractor pursuant to provisions of Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

9. Procedures for Modifications of Contract Documents and for calculating the cost of extra work are given in Section 01250 of the Specifications. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-site or off-site costs based on formulas, e.g., “Eichlary” or other formula. Rather, Contractor must prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor must prove and document actual costs plus markup per the cost categories and procedures in Section 01250 in order to request, claim or prove compensation for delay.

10. If a Change Order is less than $25,000.00, the approval period is approximately seven (7) calendar days. If a Change Order is equal to or greater than $25,000.00, it must be approved by the Executive Director, or his or her designee, and the approval period is approximately twenty-one (21) calendar days. A performance bond rider covering the changed work must be executed and delivered to OCII before proceeding with the work. Contractor is charged with knowledge of OCII’s approved change order limits and procedures in effect at the applicable time.

B. ENTIRE AGREEMENT

Contract Documents and any Contract Modifications shall represent the entire and integrated agreement between OCII and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties’ agreement. Contract Documents and any Contract Modifications shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of Contract Documents or written modifications. OCII and Contractor represent and agree that, except as otherwise expressly provided in Contract Documents, they are entering into Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in Contract Documents or Contract Modifications and the parties are not and will not rely on any other information. In any proceeding to enforce the Contract Documents, the fact finder shall receive detailed instructions on the terms, conditions, limitations of liability and remedies, and requirements of the Contract Documents, and also that the Contract Documents shall be interpreted according to their plain language; and the fact finder shall make findings on the same.

C. EFFECT OF WAIVERS

Either party’s waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of Contract Documents at any time shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel
strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

15. **TIME ALLOWANCES**

A. **TIME ALLOWANCES FOR PERFORMANCE OF CONTRACT DOCUMENTS**

1. When Contractor and OCII have signed the Contract Documents, OCII may serve a Notice to Proceed upon Contractor to that effect.

2. The start date for Contract Times shall be as provided in paragraph 3.B of this Document 00700 General Conditions. The total number of calendar days for completion of the Work under Contract Documents shall be as provided in Document 00520 Agreement.

B. **CHANGE OF CONTRACT TIMES**

1. The Contract Times may only be changed by Change Order or by Contract Modification, and all time limits stated in Contract Documents are of the essence of Contract Documents. The Contract Times will be adjusted in an amount equal to the time lost due to (a) changes in the Work ordered by OCII; (b) acts or neglect by OCII, any OCII representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under Contract Documents; and (c) fires, floods, epidemics, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom is not the result of Contractor’s failure to protect the Work as required by Contract Documents. The Contract Times shall not be extended for such causes, however, unless Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is (i.) beyond Contractor’s control and due to reasons for which Contractor is not responsible; (ii.) a claim for delay is made as provided herein; and (iii.) Contractor submits a Time Impact Analysis as required under Section 01320 Progress Schedules and Reports that demonstrates actual delay to work activities that actually delay the progress of the Work in the amount of time requested. Delays attributable to and within the control of a subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor.

2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both OCII and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Times, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor’s sole and exclusive remedy for such delay.

3. Contractor must present as its claims all subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. OCII shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project, including without limitation (a) delays caused by or within the control of Contractor, (b) changes in the Work ordered by OCII or any OCII representative, (c) acts or neglect by OCII, utility owners or other contractors performing other work, (d) fires, floods, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, (e) other contractors performing other work as contemplated by Paragraph 6, or (f) claimed deficiencies in Project design.

4. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions which fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of work days of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor must give written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes work:

   **Rain days:** January, [8]; February, [7]; March, [6]; April, [3]; May, [2]; June, [0]
   July, [0]; August, [0]; September, [1]; October, [2]; November, [5]; December, [7].

In order to qualify as a rain day with respect to the foregoing parameters, daily rainfall must exceed .10 of an inch or more at the [San Francisco Mission Dolores], California, station, as measured by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused delay as set forth above.

5. Contractor shall include the foregoing rain parameters as an activity in its progress schedule. As work on the critical path is affected by rain, Contractor shall notify OCII and request that the days be moved to the affected activities. Any rain days remaining shall be considered Project float.
6. Rain delay shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor’s progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than one day, then Contractor shall be entitled to a time extension equal to the actual period of such delay.

7. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering work and material that could be affected adversely by weather. Failure to do so shall be cause for OCII to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

C. NOTICE OF DELAY

Within seven (7) calendar days of the beginning of any delay Contractor shall notify OCII in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor’s written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. All claims and adjustments in the Contract Times shall be determined by OCII. No claim for an adjustment in the Contract Times will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

D. NO DAMAGES FOR CONTRACTOR CAUSED DELAY

Contractor shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor’s failure to perform its obligations under Contract Documents, or during periods of delay concurrently caused by Contractor and either OCII or others. Contractor may receive time extension and be compensated for delays caused directly and solely by OCII except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

1. OCII’s right to sequence the Work in a manner which would avoid disruption to OCII’s tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor’s failure to perform its cooperation and coordination responsibilities required by Contract Documents, OCII’s enforcement of any government act or regulation, or the provisions of Contract Documents.

2. For changed site conditions that are beyond the parties’ contemplation, except that OCII may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and

3. Extensive requests for clarifications to Contract Documents or modifications thereto, provided such clarifications or modifications are processed by OCII or its consultants in a reasonable time commensurate with Contract Documents requirements.

E. LIQUIDATED DAMAGES

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that OCII will actually sustain damages in the amount fixed in Contract Documents for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and OCII agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by OCII as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by OCII for increased project administration expenses, including extra inspection, construction management and architectural and engineering expenses and interest expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, lost revenues, cost of completion of the work, cost of substitute facilities, or damages suffered by others or other forms of liability claimed against OCII as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof; Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due OCII.
3. There shall be deducted from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, OCII reserves the right to deduct liquidated damages based on its estimated period of late completion. OCII need not wait until Final Completion to withhold liquidated damages from Contractor’s progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to OCII.

16. WORKING CONDITIONS AND PREVAILING WAGES

A. USE OF SITE/SANITARY RULES

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor’s and Subcontractors’ employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to OCII’s approval.

2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by OCII, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

3. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by OCII at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

4. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary investigation regarding structural, mechanical, electrical or any other existing system, shall perform its work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. PROTECTION OF WORK, PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by OCII, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Work of Contract Documents.

1. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

2. Contractor shall remedy all damage, injury or loss to any property referred to in Paragraph 16.2 above, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor’s duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. OCII and of its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor’s work.

3. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
4. OCII may, at its option, retain such moneys due under Contract Documents as OCII deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and OCII receives satisfactory evidence to that effect.

C. RESPONSIBILITY FOR SAFETY AND HEALTH

1. Contractor shall ensure that its and each tier of subcontractors’ employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and OCII’s safety regulations as amended from time to time. Contractor shall comply with all OCII directions regarding protective clothing and gear.

2. Contractor shall be fully responsible for the safety of its and its subcontractors’ employees, agents and invitees on the Site. Contractor shall notify OCII, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor’s control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

3. Contractor shall confine all persons acting on its or its subcontractors’ behalf to that portion of the Site where Work under Contract Documents is to be performed: OCII designated routes for ingress and egress thereto; and any other OCII designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from OCII, is obligated to act to prevent threat and damage, injury or loss, unless and until directed otherwise by OCII. Contractor shall give OCII prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If OCII determines that a change in Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. USE OF ROADWAYS AND WALKWAYS

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning interference and with OCII’s prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in Contract Documents, Contractor shall bear the cost of these temporary facilities.

F. NONDISCRIMINATION

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, actual or perceived sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

G. PREVAILING WAGES

1. Contractor shall pay to persons performing labor in and about Work provided for in Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations (“DIR”) and OCII to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. Work under this Contract is being paid in whole or in part with federal funds and thus the prevailing wages paid must be the rate set by the Davis-Bacon Act or the prevailing wage set by the DIR, whichever is higher.

2. Contractor shall forfeit, as a penalty to OCII, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in Contract Documents for each calendar day, or portion
thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under Contract Documents by him or her or by any subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph 16.G.2 and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under Contract Documents, pursuant to this Document 00700 General Conditions and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by OCII. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.

3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code, and not less than the rate set by the Davis-Bacon Act, whichever is higher.

4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813 and/or the Davis-Bacon Act.

H. ENVIRONMENTAL CONTROLS

Contractor shall comply with all rules, regulations, ordinances and statutes that apply to any work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor’s employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

I. TRENCH SAFETY PLAN

1. At least five (5) days in advance of excavating any trench five feet or more in depth, Contractor shall submit to OCII a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

2. During the course of Work, Contractor shall be responsible for determining where sloping, shoring and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five (5) feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. OCII’s acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

END OF DOCUMENT
SUPPLEMENTAL GENERAL CONDITIONS

PART 1 GENERAL

1.01 DESCRIPTION

This document includes requirements that supplement the paragraphs of Document 00700 General Conditions.

1.02 SUPPLEMENTS

A. Paragraph 13.B of Document 00700 General Conditions shall be supplemented as follows:

Contractor shall obtain any specialty permits required. The Owner will reimburse the actual cost of such permits.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF DOCUMENT
SUPPLEMENTAL GENERAL CONDITIONS—HAZARDOUS MATERIALS

1. This document includes requirements that supplement the paragraphs of Document 00700 General Conditions as they apply to location, removal, remediation, disposal and abatement of hazardous materials and hazardous waste.

2. SUPPLEMENT TO PARAGRAPH 2, Investigations Prior To Bidding.

Add a new paragraph, which reads:


3. SUPPLEMENT TO PARAGRAPH 5.G, Precedence of Documents.

Add a new paragraph, which reads:

5. Should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.


Nothing contained in these Contract Documents or inferable therefrom shall be deemed or construed (1) to make Contractor the agent, servant or employee of OCII or (2) create any partnership, joint venture or other association between OCII and Contractor.

5. SUPPLEMENT TO PARAGRAPH 8, Control of the Work.

Add new paragraphs, which read:

8.B.6 OCII shall exercise administration on Contract Documents. OCII has employed a consultant to assist in the preparation of the hazardous materials abatement contract specifications. OCII reserves the right to assign or delegate to this consultant, or any other consultant (“Consultant”) any or all Architect’s responsibilities under Contract Documents or alternatively, to act as OCII’s representative. Contractor shall be notified in writing of any such delegation.

8.B.7 Contractor shall cooperate with Consultant as directed by OCII. Consultant’s duties may include observing Contractor’s health and safety program and practices, observing the abatement construction activities, observing the contractor’s abatement work practices for compliance with Contract Documents, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Contractor as to any matter by Consultant shall in any way relieve Contractor from its responsibility for the performance of Work in accordance with Contract Documents and applicable Law. Unless directed otherwise in writing by OCII, Contractor shall not communicate directly with Consultant and shall direct all communications to OCII.

. SUPPLEMENT TO PARAGRAPH 9, Warranty, Guarantee and Inspection of Work.

a. Add to the end of Paragraph 9.A the following additional warranties and representations:

9.A.4 Additional Warranties and Representations:
a. Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable Law and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of contract performance).

b. Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents, or (b) by way of approved “or equal” request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with the contract requirements.

d. Add a new Paragraph 9.F.2, which reads:

a. OCII reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under State and Federal law upon completion of the job, and compliance of the work with periodic and final inspection of public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that OCII also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that OCII shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of Work by Contractor. In the event OCII elects to perform these activities and tests, Contractor shall afford OCII ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities for tests by OCII in the Contract Sum and the Scheduled Completion Date.

Notwithstanding OCII’s rights granted by this Paragraph 9, Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and perform all applicable, relevant or appropriate activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, required or suggested by Contract Documents, applicable law, or both, and OCII reserves the right to request documentation of all such activities and tests performed by Contractor relating to Work.

6. SUPPLEMENT TO PARAGRAPH 11, Cost Data.

Add new Paragraphs to Paragraph 11, which read:

11.C.5. Contractor shall obtain and maintain and shall furnish to OCII on completion of Work or at any other time requested by OCII, all necessary permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, test results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by Contract Documents or applicable law, or both.

11.C.6. Contractor shall provide OCII with copies of each such document as it is generated and shall, as a condition to final payment, provide OCII with a complete set of such documents (bound, organized and indexed) at the conclusion of Work. Contractor shall keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than thirty (30) years after final completion of the Work. OCII shall have the
right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to OCII.

7. SUPPLEMENT TO PARAGRAPH 13

Add new clauses to the end of Paragraph 13, which read:

13.B. COMPLIANCE WITH LAWS. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state and local laws, statutes, standards, rules, regulations and ordinances applicable to the Work (collectively, the “Law”) relating to:

a. protection of the public health, welfare and environment,

b. storage, handling or use of asbestos, PCB, lead, petroleum based products or other hazardous materials,

c. generation, processing, treatment, storage, transport, disposal, destruction or other management of asbestos, PCB, lead, petroleum or hazardous waste materials or other waste materials of any kind, or

d. protection of environmentally sensitive areas such as wetlands.

DISPOSAL. Contractor has the sole responsibility for determining current waste storage, handling, and transportation and disposal regulations for the Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. OCII may, but is not obligated to, require submittals with this information for it to review consistent with Contract Documents.

Contractor shall develop and implement a system acceptable to OCII to track hazardous waste from the site to disposals, including appropriate “Hazardous Waste Manifests” on the EPA form, so that OCII may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

Contractor shall provide OCII with the name and address of each waste disposal facility prior to any disposal, and OCII shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which OCII has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the general contractor (with a copy to OCII).


Add new Paragraph 13.B, which reads:

Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to OCII that it and any disposal facility (i) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and (ii) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to OCII. Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying OCII in writing of such fact. If Contractor performs any Work contrary to law without such notice to OCII, Contractor shall bear all costs arising therefrom.

In the case of any permits or notices held in OCII’s name or of necessity to be made in OCII’s name, OCII shall
cooperate with Contractor in securing the permit or giving the notice, but Contractor shall prepare for OCII’s review and execution upon approval, all necessary applications, notices and other materials.


Add a new Paragraph to Paragraph 13.C, which reads:

13.B.7. To the greatest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. §§ 9601 et seq).


Add a new Paragraph to Paragraph 13.G, which reads:

13.G.6. Notwithstanding anything in Paragraph 13.G to the contrary, OCII shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the law on any matter involving the exposure of persons or property to hazardous waste. If the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Paragraph 13.G for termination for default shall apply without modification.


Add a new paragraph to Paragraph 16.B, which reads:

Contractor shall perform safe, expeditious and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal and disposal industry, the Law (as herein defined), and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi governmental approvals.

END OF DOCUMENT
PART 1 GENERAL

1.01 DESCRIPTION
This document includes requirements that are special to this project.

1.02 RELATED SECTIONS
00700, 10.B Contractor’s Office at the Worksite
00700, 16.A Use of Site / Sanitary Rules
01100 Summary of Work

1.03 PRELIMINARY SCHEDULE
Please refer to the preliminary schedule of the parks construction. The window of time for each art piece needed for the Shipyard Art Installation is noted within this schedule, attached to the end of these Special Conditions.

1.04 TEMPORARY OFFICE AND UTILITIES
A. There is no electricity, water, or sanitary facilities provided at the work site. Contractors must provide for these needs as appropriate in order to prosecute the work.
B. The Contractor shall maintain a temporary office in a location as agreed to by OCII.
C. Storage of equipment and materials must be contained with limits agreed to by OCII.

1.05 ACCESS TO PROJECT AREAS / REQUIRED SCHEDULING SEQUENCES
Access to and from the work site must be limited to the existing access roads, without exception. Portions of the surrounding Work site are actively under construction by the US Navy. Haul routes and access is strictly monitored. All access (both ingress and egress) must be through the main gate located on Galvez Avenue. All offhaul must be in covered trucks.

Detailed scheduling with on-going forward planning will be necessary to coordinate access issues. Contractor must submit a detailed work plan for approval by the Contract Manager before commencing work on the site. The work plan must indicate locations of fences, gates, barriers, ramps, and chutes with details showing compliance with standards. The work plan shall be updated as required to indicate changes to access, areas to be temporarily taken over, areas to be put back into use, etc.

1.06 DEMOLITION DEBRIS MANAGEMENT
A. Debris shall be actively managed to prevent spills or accidental discharges throughout the duration of the project. The Contractor must include best management practices and take the necessary precautions to minimize the discharge of construction materials and any incidental particulates. Protection and filtering of debris is required.
B. The discharge or potential for discharges including concrete, asphalt, creosote shavings, sawdust is prohibited.
C. All material and debris generated must be properly disposed of off-site. Contractor shall provide manifests to the Owner from the waste disposal operator.

1.07 ENVIRONMENTAL CONTROLS
A. Dust containment
No visible dust is the performance criteria used to properly contain dust and particulate matter. Further mitigation measures are required for all projects within this Redevelopment Plan area – please refer to the Documents in Section 01500: 1) Dust Control Plan, 2) Naturally Occurring Asbestos Dust Mitigation Plan, and 3) Environmental Mitigation Measures.
B. Monitoring, post clean-up verification, sampling and testing
The Owner will employ an outside firm to assist in the monitoring of the activities. This assistance will be in addition to Contractor required monitoring of personnel and verification of the site clean-up.
1.08 WORKFORCE REPORTING REQUIREMENTS

The Contractor shall submit certified payroll reports through a web based software system called Elation Systems. This system is available at no cost to the Contractor.

1.09 HUNTERS POINT SHIPYARD MITIGATION AND MONITORING REPORT PROGRANM

The following mitigation measures represent a small portion of the overall Redevelopment Plan measures. The Owner has reviewed them and is requiring the following measures to be implemented as part of this contract. “Project Applicant” shall mean Contractor. “Project” shall mean the work in this specific contract. Note this project falls under the HPS Phase II category.

MM AQ 2.1 Implement Emission Control Device Installation on Construction Equipment.
To reduce DPM emissions during Project construction, the Project Applicant shall require construction equipment used for the Project to utilize emission control technology such that 50% of the fleet will meet US EPA Tier 2 standards outfitted with California ARB Level 3 VDECS (Verified Diesel Emission Control Strategies) for particulate matter control (or equivalent) during the first two years of construction activities, increasing to 75% of the fleet in the third year and 100% of the fleet starting in the fourth year and for the duration of the Project.

MM NO-1a.1 Construction Document Mitigation to Reduce Noise Levels during Construction.
The Project Applicant shall incorporate the following practices into the construction documents to be implemented by the Project contractor:

- Provide enclosures and mufflers for stationary equipment, shrouding or shielding for impact tools, and barriers around particularly noisy operations on the site
- Use construction equipment with lower noise emission ratings whenever possible, particularly air compressors
- Provide sound-control devices on equipment no less effective than those provided by the manufacturer
- Locate stationary equipment, material stockpiles, and vehicle staging areas as far as practicable from sensitive receptors
- Prohibit unnecessary idling of internal combustion engines
- Require applicable construction-related vehicles and equipment to use designated truck routes to access the Project site
- Implement noise attenuation measures to the extent feasible, which may include, but are not limited to, noise barriers or noise blankets. The placement of such attenuation measures will be reviewed and approved by the Director of Public Works prior to issuance of development permits for construction activities.
- Designate a Noise Disturbance Coordinator who shall be responsible for responding to complaints about noise during construction. The telephone number of the Noise Disturbance Coordinator shall be conspicuously posted at the construction site and shall be provided to the City. Copies of the construction schedule shall also be posted at nearby noise-sensitive areas.

MM PS-1Site Security Measures During Construction.
During site preparation and in advance of construction of individual buildings, fencing, screening, and security lighting shall be provided by the Project Applicant. During non-construction hours the site must be secured and locked, and ample security lighting shall be provided.

MM UT-5a Construction Waste Diversion Plan.
The Project Applicant shall submit a Construction Waste Diversion Plan to the Director of the San Francisco Department of the Environment demonstrating a plan to divert at least 75 percent of or more of the total construction and demolition debris produced as the result of the Project (such as wood, metal, concrete, asphalt, and sheetrock) from landfill interment, which is required by the City’s Green Building Ordinance. The Plan shall be submitted and approved by the Director of the San Francisco Department of the Environment before the issuance of building permits. This Plan shall include (1) identification of how much material resulting from demolition of existing facilities could be reused on site (e.g., existing asphalt and concrete could be removed, crushed, reconditioned, and reused as base material for new roadways and parking lots); (2) the extent to which materials could be sorted on site (e.g., through piecemeal demolition of selected facilities to extract recyclable materials); (3) the amount of material that would be transported to an off-site location for separation; and (4) the amount of materials that cannot be reused or recycled and would be interred at a landfill, such as the Altamont Landfill in Livermore.

00810 - 2
MMUT-7a Site Waste Management Plan.
The Project Applicant shall prepare a Site Waste Management Plan (SWMP) in cooperation with the Agency to describe the methods by which the Project shall minimize waste generation not otherwise covered by existing City regulatory policies, with the goal of achieving a diversion rate of at least 72 percent, consistent with the City’s existing diversion rate in 2008. The SWMP shall be submitted to the Department of Environment (DOE) for approval prior to the issuance of the first development permit for the Project.

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

END OF DOCUMENT
Hunters Point Shipyard Phase I

Parks and Streetscape

Construction Phasing Schedule

Project: HPS - Parks
Date: Fri 4/11/14

HPS Development Company, LP
NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and
bids on all Federal and federally assisted construction contracts or subcontracts in excess of
$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard

The goals and timetables for minority and female participation, expressed in percentage terms for
the Contractor's aggregate workforce in each trade on all construction work in the covered area,
are as follows:

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for each trade</th>
<th>Goals for female participation for each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25.6 %</td>
<td>6.9 %</td>
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</tbody>
</table>

These goals are applicable to all the Contractor's construction work (whether or not it is
Federal or federally assisted) performed in the covered area. If the contractor performs
construction work in a geographical area located outside of the covered area, it shall
apply the goals established for such geographical area where the work is actually
performed. With regard to this second area, the contractor also is subject to the goals for
both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part
60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
affirmative action obligations required by the specifications set forth in 41 CFR 60-
4.3(a), and its efforts to meet the goals. The hours of minority and female employment
and training must be substantially uniform throughout the length of the contract, and in
each trade and the contractor shall make a good faith effort to employ minorities and
women evenly on each of its projects. The transfer of minority or female employees or
trainees from Contractor to Contractor or from project to project for the sole purpose of
meeting the Contractor's goals shall be a violation of the contract, the Executive Order,
and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured
against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal
Contract Compliance Programs within 10 working days of award of any construction
subcontract in excess of $10,000 at any tier for construction work under the contract
resulting from this solicitation. The notification shall list the name, address and telephone
number of the subcontractor; employer identification number of the subcontractor;
estimated dollar amount of the subcontract; estimated starting and completion dates of the
subcontract; and the geographical area in which the subcontract is to be performed.
As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of: California
County of: San Francisco
City of: San Francisco
EXHIBIT B
SUPPLEMENTAL GENERAL CONDITIONS
These Supplemental General Conditions are intended for use by Economic Development Administration Grantees. They contain specific EDA and other Federal requirements not normally found in non-Federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with EDA.

SUPPLEMENTAL GENERAL CONDITIONS
S1 Definitions
S2 Federally Required Contract Provisions
S3 Required Provisions Deemed Inserted
S4 Inspection by EDA Representatives
S5 Construction Schedule and Periodic Estimates
S6 Contractor's Title to Material
S7 Inspection and Testing of Materials
S8 "Or Equal" Clause
S9 Patents
S10 Claims for Extra Cost
S11 Contractor's and Subcontractor's Insurance
S12 Contract Security Bonds
S13 Safety and Health Regulations for Construction
S14 Minimum Wages
S15 Withholding of Payments
S16 Payrolls and Basic Records
S17 Apprentices and Trainees
S18 Subcontracts
S19 Termination and Debarment
S20 Overtime Requirements
S21 Equal Employment Opportunity
S22 Other Prohibited Interests
S23 Employment of Local Labor
S24 Historical and Archeological Data Preservation Act of 1974
S25 Clean Air and Federal Water Pollution Control Act
S26 Use of Lead-Based Paints on Residential Structures
S27 EDA Signs.

SUPPLEMENTAL GENERAL CONDITIONS
S-1 DEFINITIONS

The following terms as used in these Supplemental General Conditions are respectively defined as follows:

a. "Contractor": A person, firm, or corporation with whom this Contract is made by the Owner.
b. "Subcontractor" : A person, firm, or corporation supplying labor and materials or only labor, for work at the site of the project, for and under separate contract or agreement with the Contractor.

c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

d. "Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

e. "Trainee": A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

S-2 FEDERALLY REQUIRED CONTRACT PROVISIONS

a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold - currently fixed at $100,000, see 41 USC 403(11)).

b. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of $10,000).

c. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).


e. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by grantees and subgrantees).
f. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

g. EDA requirements and regulations pertaining to reporting.

h. EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

i. EDA requirements and regulations pertaining to copyrights and rights in data.

j. Access by the grantee, EDA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

k. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

l. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

m. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat. 871)

S-3 REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

S-4 INSPECTION BY ECONOMIC DEVELOPMENT REPRESENTATIVES

The authorized representatives and agents of the Economic Development Administration shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

S-5 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES
Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner: (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

S-6 CONTRACTOR= S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

S-7 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended users.

S-8 "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties, imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

S-9 PATENTS

The Contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance
manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his/her authorized licensee, directly by the Owner and not by or through the Contractor. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his/her Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

S-10 CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

S-11 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he/she has obtained all the insurance required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

a. Types of insurance normally required are:
   (1) Workmen's Compensation
   (2) Contractor's Public Liability and Property Damage
   (3) Contractor's Vehicle Liability
   (4) Subcontractors Public Liability, Property Damage and Vehicle Liability
   (5) Builder's Risk (Fire and Extended Coverage)

b. Scope of Insurance and Special Hazards. The insurance described above shall provide adequate protection for the Contractor and his/her claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazards which may be encountered in the performance of this contract.

c. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies.
S-12 CONTRACT SECURITY BONDS

If this contract is for an amount in excess of $100,000 the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Economic Development Administration. If this contract is for an amount less than $100,000 the Owner will specify the amount of the payment and performance bonds.

S-13 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her plan, equipment, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

S-14 MINIMUM WAGES

All mechanics and laborers employed or working on the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or development of the project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably
anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1)(iv).

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Owner shall require that any class of laborers and mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformable to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the questions accompanied by the recommendation of the contracting officer shall be referred to the Secretary of Labor for final determination.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, the Owner shall require an hourly cash equivalent to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Owner, shall be referred to the Secretary of Labor for determination.

If the Contractor does not make payments to a trustee or other third person, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

S-15 WITHHOLDING OF PAYMENTS
The Economic Development Administration may withhold or cause to be withheld from the Contractor as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the Contractor or any subcontractor on the work, the full amount of wages required by the contract in accordance with the Davis-Bacon Act. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee employed or working on the project site or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, all or part of the wages required by the contract, the Economic Development Administration may, after written notice to the Contractor, sponsor, applicant, or Owner, take action as may be necessary to cause
the suspension of any further payment, advance, or guaranty of funds until such violations have ceased.

**S-16 PAYROLLS AND BASIC RECORDS**

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the EDA project site, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records shall contain the name and address of each employee, his/her correct classification, rate of pay (including contributions or costs anticipated of the types described in Section 9 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, plus records which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor shall submit weekly a copy of all payrolls to the Owner on DOL Form WH-347 or equivalent. The copy shall be signed on the reverse side by the employer or his/her agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. This submission is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 20 CFR 5.5 (a) (1) (iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clause of the contract available for inspection by authorized representatives of the Economic Development Administration and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

**S-17 APPRENTICES AND TRAINEES**

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his/her entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section S-1 e herein and is not
registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he/she actually performed. The Contractor or subcontractor shall be required to furnish to the Owner written evidence of the registration of his/her program and apprentices as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and when the subparagraph below is applicable, in accordance with the provisions of Part 5, Subpart A, Title 29, Code of Federal Regulations.

On contracts in excess of $10,000, the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 29 CFR 5.5 shall also be subject to the provisions of Part 5, Subpart A, Title 29, Code of Federal Regulations. Apprentices and trainees shall be hired in accordance with the requirements of Part 5, Subpart A. The provisions of Sections S-14, S-15, and S-17 shall be applicable to every invitation for bids, and to every negotiation, request for proposals, or request for quotations, for an assisted construction contract, and to every such contract entered into on the basis of such invitation or negotiation. Part 5, Subpart A, Title 29, Code of Federal Regulations shall constitute the conditions of each assisted contract in excess of $10,000, and each Owner concerned shall include these conditions or provide for their inclusion, in each such contract. These "Supplemental General Conditions" shall also be included in each such contract.

S-18 SUBCONTRACTS.
The Contractor shall insert in any subcontracts these same "Supplemental General Conditions."

S-19 TERMINATION AND DEBARMENT

A breach of any one of the Sections S-15 through S-18 may be considered by the Owner and by the Economic Development Administration as grounds for termination of the contract and for debarment as provided in 29 CFR 5.6.

S-20 OVERTIME REQUIREMENTS

No Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he/she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in the subsection above, the Contractor and any subcontractor responsible therefor, shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall
be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District of Columbia or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth above in the sum of $10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth above.

The Economic Development Administration may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above.

The Contractor shall insert in all subcontracts the clause set forth above in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts that may, in turn, be made.

S-21 EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, age, physical handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public.Law 92-65, Age Discrimination Act of 1975 (42 USC 6102) and Section 504 of the Rehabilitation Act of 1973 (26 USC 794).

Form ED-503 The Owner and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program, (i) they will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of 13 CFR 311 and the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and will not thereby discriminate against any person on the grounds of race, sex, color, age, or national origin in their employment practices, in any of their contractual agreements, in all services or accommodations which they offer to the public, and in any of their other business operations, (ii) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (iii) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Owner whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.
Executive Order 11246, 3 CFR 339 (1965) (Equal Opportunity Clause). During the performance of this contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap, or national origin. The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this nondiscrimination clause.

c. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

d. A notice to be provided by the Grantee shall be sent to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract of understanding, advertising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

e. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Economic Development Administration and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally assisted construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1) on Standard Form 100, annually on March 31. Forms and instructions are available at the EDA Regional Offices.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be
declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 203 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Economic Development Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Grantee/Borrower, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. Exemptions to Above Equal Opportunity Clause (41 CFR Chap. 60):

(1) Contracts and subcontracts not exceeding $10,000 (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding $10,000 for standard commercial supplies or raw materials are exempt.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246 et seq)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
d. "Minority" includes:

1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

2. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

a. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

3. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

4. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

5. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 8.a through 8.p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

6. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either
minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

7. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

8. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 8.b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 14 CFR Part 60-3.
1. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

9. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraphs 8.a through 8.p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 8.a through 8.p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

10. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
11. The Contractor shall not use the goals and timetables or affirmative action standards of discriminate against any person because of race, color, religion, sex, or national origin.

12. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

13. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraphs 8.a through 8.p of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Regional Director shall proceed in accordance with 41 CFR 60-4.8.

15. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

16. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17. The goals for minority and female participation in each trade will be furnished by the Economic Development Administration of the U. S. Department of Commerce.

S-22 OTHER PROHIBITED INTERESTS
No official of the Owner who is authorized in such capacity and on behalf of the Owner of negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

S-23 EMPLOYMENT OF LOCAL LABOR

a. The maximum feasible employment of local labor shall be made in the construction of public works and development facility projects receiving direct Federal grants. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as on-site work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the eligible area where such project is to be located, or in the case of Economic Development Centers, qualified persons who regularly reside in the center or in the adjacent or nearby redevelopment areas within the Economic Development District, except:

(1) To the extent that qualified persons regularly residing in the eligible area or Economic Development District are not available.

(2) For the reasonable needs of any such Contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the Contract.

(3) For the obligation of any such Contractor or subcontractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that in no event shall the number of non-resident persons employed under this subparagraph exceed twenty percent of the total number of employees employed by such Contractor and his/her subcontractors on such project.

b. Every such Contractor and subcontractor shall furnish the United States Employment Service Office in the area in which a public works or development facility project is located with a list of all positions for which it may from time to time require laborers, mechanics, and other employees, the estimated numbers of employees required in each classification, and the estimated dates on which such employees will be required.

c. The Contractor shall give full consideration to all qualified job applicants referred by the local employment service, but it is not required to employ any job applicants referred whom the Contractor does not consider qualified to perform the classification of work required.
d. The payrolls maintained by the Contractor shall contain the following information: full name, address, and social security number and a notation indicating whether the employee does, or does not, normally reside in the eligible area in which the project is located, as well as an indication of the ethnic background of each worker.

e. The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

S-24 HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION ACT REQUIREMENTS

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction, to consult with the State Historic Preservation Officer for recovery of the items. Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.


The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

a. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations; owned, leased, or supervised; by the Contractor and the subcontractors; for the construction, supply and service contracts entered into by the Contractor:

b. Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;

c. In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;

d. It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

e. It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities; f. It will include the
provisions of Paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

g. In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractors' or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

S-26 USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES

If the work under this contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (see 42 U.S.C. 4831). The Contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

a. For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.00006) lead by weight.

b. For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

As a condition to receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

Definitions

1. "Applicable surfaces" are those exterior surfaces which are readily accessible to children under 7 years of age.

2. "Residential structures" means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under 7 years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.
The Contractor shall supply, erect, and maintain a project sign according to the recommended specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size:

Sign A: 4' x 8' x 1 7/8"
Sign B: 4' x 8' x 3/4"

Materials (Face):

Sign A: 1/4" tempered Masonite
Sign B: 3/4" or greater shop sanded (exterior) Plywood (one side only)

Framing:

Sign A: 2" x 4" nominal on four sides and center cross bracing
Sign B: 2" x 4" center cross bracing only

Supports: 4" x 4" x 12' nominal post

Assembly:

Sign A: 2" x 4" frame to fit 4' x 8' board with 2" x 4" cross braces
Sign B: To be mounted directly to the 4" x 4" post, with cross bracing

Mounting:

Signs A and B are to be mounted to the 4" x 4" post with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.

Erection: 4" x 4" posts are to be set three to four feet deep into concrete 12" in diameter.

Paint:

Face: Three coats outdoor enamel (sprayed)

Rear: One coat outdoor enamel (sprayed)

Colors: Crimson Red, Stark White and Royal Blue. Specifically, white background; "JOBS" in red; "for your community" in blue; "EDA" logo and "PROVIDED BY EQUAL OPPORTUNITY EMPLOYERS, in partnership with the U. S. DEPARTMENT
OF COMMERCE - Economic Development Administration" in black. "By working together we can provide economic opportunities for Americans" in black.

Lettering: Silk screen enamels. Lettering sizes and positioning will be as illustrated.

Project signs will not be erected on public highway rights-of-way.

Location and height of signs will be coordinated with the agency responsible for highway or street safety in the area, if any possibility exists for obstruction to traffic line of sight.

If, at the end of the project, the sign is reusable, it shall be disposed of as directed by the EDA Regional Office.

Whenever EDA Site Sign specifications conflict with State law or local ordinances, the Recipient may modify such conflicting specifications so as to comply with that State law or local ordinance.........
EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

**EDA SITE SIGN SPECIFICATIONS**

**Size:** 4’ x 8’ x 3/4”

**Materials:** Exterior grade/MDO plywood (APA rating A-B)

**Supports:** 4” x 4” x 12’ posts with 2” x 4” cross branching

**Erection:** Posts shall be set a minimum of three feet deep in concrete footings that are at least 12” in diameter.

**Paint:** Outdoor enamel

**Colors:** Crimson Red, Stark White, Royal Blue and Jet Black. Specifically, on white background the following will be placed: “American Jobs,” “American Values” and the three flag stripes in red; “U.S. Department of Commerce” in blue; “EDA logo” in blue; “Provided by Equal Opportunity Employers In partnership with the” in blue; “U.S. DEPARTMENT OF COMMERCE” in blue; “Economic Development Administration” in red; the words “and the” and the name of the “Investment Recipient” in blue; “Creating Higher-Skill, Higher-Wage Job Opportunities in Your Community” in blue; and “Barack Obama President of the United States of America” in black.

**Lettering:** Lettering and positioning will be as shown on the attached illustration.

Project signs will not be erected on public highway rights-of-way.

If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.

No additional lettering or logos are permitted on the sign.
SIGN A
MASONITE SIGN

SCALE: 3/8" = 1'

PROJECT - SIGN A
ECONOMIC DEVELOPMENT ADMINISTRATION
SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN B
ECONOMIC DEVELOPMENT ADMINISTRATION
Provided by Equal Opportunity Employers
In Partnership with the

U.S. DEPARTMENT of COMMERCE
Economic Development Administration
and the <Investment Recipient>

Creating Higher-Skill, Higher-Wage Job Opportunities in Your Community

Barack Obama
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Creating Higher-Skill, Higher-Wage Job Opportunities in Your Community

Barack Obama
President of the United States of America
SAN FRANCISCO REDEVELOPMENT AGENCY

SMALL BUSINESS ENTERPRISE POLICY

Adopted: November 16, 2004
Amended and Restated: July 21, 2009
I. INTRODUCTION

The Agency is acutely aware of the many challenges that small businesses face when contracting with public entities. The mission of the Agency includes economic development in Project Areas and accordingly this Small Business Enterprise Policy ("SBE Policy") is to establish a set of Small Business Enterprise participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in San Francisco Redevelopment Agency ("Agency") assisted projects. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION

This SBE Policy applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract as that term is defined in Article III - Definitions.

III. DEFINITIONS

“Small Business Enterprise (SBE)” means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits: (a) construction--$14,000,000; (b) professional or personal services--$2,000,000 and (c) suppliers--$7,000,000; and meets the other certification criteria described in Exhibit I.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm’s three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations).

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

“Affiliates” means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business. The calculation of a concern’s size includes the employees or receipts of all affiliates.

“Agency-Assisted Contract” means Development and Disposition Agreements, Land Disposition Agreements, Leases, Loan and Grant Agreements, personal services contracts and other similar contracts and Operations Agreements that the Agency executes with for-profit or non-profit entities.
“Amendment to a Pre-existing Contract” means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy (“SBE Policy”) takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

“Annual Receipts” means “total income” (or in the case of a sole proprietorship, “gross income”) plus “cost of goods sold” as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer’s request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

“Commercially Useful Function” means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco (“City”) as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a “commercially useful function” unless the brokerage, referral or temporary employment services are required and sought by the Agency.

“Office” or “Offices” means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an “office” under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an “office.” The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an “as needed” basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

“Person” means one or more individuals, partnerships, associations, organizations, corporations, and cooperatives.

“Project Area Small Business Enterprise” means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially
useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms' location in a Project Area or Survey Area.

“Project Area” means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Federal Office Building, Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, Transbay Terminal, Yerba Buena Center and Visitacion Valley.

“San Francisco-based Small Business Enterprise” means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of the City; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

“Survey Area” means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include Bayview Hunters Point Redevelopment Survey Area C.

IV. SMALL BUSINESS ENTERPRISES CONTRACTING GOAL

A. In order to meet the mission of the Agency and promote economic development in Project Areas, the Agency intends to establish targets for SBE participation in Agency and Agency-Assisted Contracts. It also intends to provide Project Area Small Businesses with First Consideration to contracting opportunities with the Agency or through the Agency-Assisted prime contractors.

B. The Agency’s overall SBE participation goals (for prime contracts) shall be set at 50%. This means that the Agency or Agency-Assisted Contractor shall use its best efforts to award at least 50% of all Agency-Assisted Contracts covered by this policy to SBEs. The ability of the Agency or Agency-Assisted Contractor to meet this goal will depend, in part, on 1) the availability of qualified SBEs capable of providing the goods or services required by the contract; and 2) the availability of SBEs who provide price quotes that are reasonable and do not exceed competitive levels beyond amounts that can be attributed to the increased costs faced by
small local businesses. Accordingly, the Agency may, at its discretion, change the participation goals, on a contract-by-contract basis, in its own contracts or in Agency-Assisted Contracts.

C. These Agency SBE Prime Contract Participation Goals are:

- **CONSTRUCTION** 50%
- **PROFESSIONAL SERVICES** 50%
- **SUPPLIERS** 50%

D. **First Consideration**: will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs.

E. **Certification**: Only firms certified as SBEs will be counted toward meeting the participation goals described above. The SBE Certification Criteria are set forth in Exhibit I.

F. **Good Faith Efforts - Agency**: The goals established in Article IV.C above of this SBE Policy are targets the Agency or Agency-Assisted Contractor will make a good faith effort to achieve for prime contracts. Accordingly, good faith efforts must be taken to assure that these firms are utilized when possible as sources of supplies, equipment, construction, and services. Good faith efforts shall include the following:

1. **Contract Size.** Where appropriate, the Agency or Agency-Assisted Contractor will divide the work in order to encourage maximum SBE participation or, alternatively, SBEs will be encouraged to joint venture. Each responsible staff person, developer or prime contractor/consultant shall identify specific items of each contract that may be performed by subcontractors and, if necessary, provide a list of prospective SBEs for the bidder(s).

2. **Advertise.** For contracts procured using the Competitive Sealed Bids – Public Contract Code Procedure or the RFP/RFQ Procedure, unless there are special circumstances, the Agency or Agency-Assisted Contractor will advertise for 30 days prior to the opening of bids or proposals in media focused on small businesses including the Bid and Contract Opportunities website through the City's Purchasing Department and the Procurement Opportunities section of local publications.

3. **Prepare List of SBEs.** Each responsible staff person, developer or prime contractor/consultant shall request the Contract Compliance Office to assemble a list of all known SBEs in the pertinent field(s). This list will be made available to the public upon request. Compliance Staff will consult with other redevelopment agencies and government agencies to identify small businesses, particularly those in Project and Survey Areas, that have expertise in areas used by the Agency; the Contract Compliance Office will continue its present practice of regularly updating a variety of lists.
4. **Public Solicitation.** The Agency or Agency-Assisted Contractor will mail Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) to SBEs. It will follow up initial solicitations of interest by contacting SBEs to determine with certainty whether they are interested in performing specific items in a project. The Agency will also make contacts with SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs.

5. **Convene Pre-Bid or Pre-Solicitation Meetings.** On consulting contracts that are $5,000 or more and construction contracts estimated to cost $5,000 or more, procured using the Competitive Sealed Bids –Public Contract Code Procedure or the RFP/RFQ Procedure, the Agency or Agency-Assisted Contractor will send written invitations to potential SBE candidates to attend pre-bid or pre-solicitation meetings for the purpose of answering questions about the process and the specifications and requirements. Representatives of the Contract Compliance Office will also participate.

6. **Outreach and Other Assistance.** The Agency or Agency-Assisted Contractor will a) provide SBEs with plans, specifications and requirements for all or part of the project; b) make contacts with SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs; and c) follow up initial solicitations of interest by contacting SBE firms to determine with certainty whether they are interested in performing specific items in a project.

7. **Insurance and Bonding.** Recognizing that lines of credit, insurance and bonding are problems common to small businesses, staff will be available to explain the Agency's insurance and bonding requirements, answer questions about them, and be prepared to suggest avenues of assistance.

8. **Focused Meetings.** When deficiencies are noted Contract Compliance staff will work with the responsible staff person to convene a meeting for SBEs focusing on opportunities for particular industries, e.g., a joint meeting of housing sponsors and small architectural firms based in a Project Area.

9. **Monitoring.** The Agency or Agency-Assisted Contractor will keep track of the date that each response, proposal or bid was received from SBEs, including the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the responsible staff person or bidder/proposer asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, he or she must be prepared to provide valid reasons(s) for any rejections.

V. **SUBCONTRACTING - BY PRIME CONTRACTORS**

A. **Subcontracting Goal** The Agency intends to establish a subcontracting participation goal for SBEs at 50%, but recognizes that this goal may vary depending on the extent of subcontracting opportunities presented by the contract and the availability of SBE subcontractors capable of providing goods or services required by the contract. Accordingly, the Agency, at its discretion, may change the participation goals on a contract-by-contract basis.
B. **First Consideration** will be given in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs.

C. **Good Faith Efforts - Subcontracting.** The Agency will continue its efforts to maximize the involvement of SBE subcontractors by having each responsible staff person:

1. Request the Contract Compliance Office to assemble for the prime, a list of all known SBEs, particularly those in Project or Survey Areas, in the pertinent field(s). This list will be made available to the public upon request.

2. Identify specific items of each contract that may be performed by subcontractors and, if necessary, provide a list of prospective SBEs for the bidder(s).

3. Send notices to appropriate organizations of the opportunities of SBEs to obtain subcontracts with the Agency.

4. Advise SBEs of its insurance requirements and offer SBEs advice on meeting the requirements.

D. **Contract Provision Requiring Good Faith Efforts.** Agency staff shall include in prime contracts provisions that require prospective contractors that will be utilizing subcontractors to make the following good faith efforts to subcontract to SBEs:

1. Consult with the Agency and other agencies, including government agencies to identify small businesses that have expertise in areas needed by the Agency.

2. Document efforts undertaken to encourage subbidder(s) to obtain SBE participation at a lower tier including identifying specific items of the contract that may be performed by SBE subcontractors and prospective SBEs to perform such items.

3. Make contacts with SBEs, associations or development centers, or any agencies, which disseminate bid and contract information to SBEs. Follow up initial solicitations of interest by contacting small business enterprises to determine with certainty whether they are interested in performing specific items in a project. This provision includes making direct written solicitation with a complete scope of work to all Agency certified SBEs that provide any subcontract portion of the proposed work.

4. Keep track of the date that each response, proposal or bid was received from SBEs, including the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the bidder/proposer asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, he or she must be prepared to provide valid reasons(s) for any rejections.

5. Assist SBEs relative to obtaining and explaining plans, specifications and contract requirements.

6. Assist SBEs with respect to bonding, lines of credit, etc.
7. Extend negotiation efforts to SBEs or be prepared to explain the reasons for not negotiating with SBEs.

8. Prepare a report which shows for each private project and each public project (without an SBE Program) undertaken by the consultant in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars that were awarded to SBEs.

9. Document any other efforts undertaken to encourage participation by SBE.

E. **Technical Assistance.** As appropriate, Agency staff shall suggest various sources of assistance to SBEs such as U.S. Small Business Administration (“SBA”), U.S. Minority Business Development Agency, San Francisco Renaissance, SCORE (Service Corps of Retired Executives), Urban Solutions, as well as other local community based economic development organizations.

F. **Aid to Unsuccessful Bidders.** As an aid to unsuccessful bidders the Agency will make available upon reasonable request the following information within a reasonable time (usually within 30 days) after the selection of a contractor/consultant:

**For construction contractors:**

1. A summary of unit prices taken from the bid documents.

2. A list of subcontractors, nature of work, and bid dollar amount from the bid documents.

**For professional consultants:**

1. All submissions received in response to RFQs or RFPs and, if asked, we will again explain the Agency's insurance and bonding requirements, answer questions about them, and distribute brochures that describe the SBA-insured bonding program.

VI. **CONSTRUCTION CONTRACTORS**

A. Construction contracts and subcontracts awarded for $5,000 or more shall contain the Attachment to Instructions to Bidders Construction Work Force and Small Business Enterprise Program.

B. **Compliance with Prompt Payment Statute:**

1. Construction contracts and subcontracts awarded for $5,000 or more shall contain the following provision:

   “Amounts for work performed by a subcontractor shall be paid within ten (10) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 et seq. Failure to include this provision in a subcontract or failure to comply with this provision shall constitute an event of
default which would permit the Agency to exercise any and all remedies available
to it under contract, at law or in equity.”

2. In addition to and not in contradiction to the Prompt Payment Statute
(California Business and Professions Code Section 7108.5 et seq.), if a dispute arises which
would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor
shall only withhold that amount which directly relates to the dispute and shall promptly pay the
remaining undisputed amount, if any.

VII. SUBMISSION OF ELECTRONIC CERTIFIED PAYROLLS

For any Agency-Assisted Contract which requires the submission of certified payroll reports, the
following requirements in this Section VII shall apply:

A. Each Contractor shall submit through the General Contractor to the Agency by
noon on each Wednesday a payroll report for the week preceding the previous week on each of
its employees. Each prime contractor is responsible for the submission of this report by each of
its subcontractors and for certifying its accuracy.

B. No monthly progress payments will be processed until Contractor has submitted
weekly certified payrolls to the Agency for the applicable time period. Certified payrolls shall be
prepared pursuant to this SBE Policy for the period involved for all employees, including those
of subcontractors of all tiers, for all labor incorporated into the work.

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

D. 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.

E. For each Agency-Assisted project, the Agency 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.

F. Contractor shall comply with the requirements of this Article VI at no additional
cost to the Agency or the Owner.

G. The Agency 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 weekly certified payrolls.
H. In addition to the above, Contractor shall comply with the requirements of California Labor Code Section 1776, or as amended from time to time, regarding the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

I. The Contractor shall make the payroll records available to for inspection at all reasonable hours at the job site office of Contractor.

J. Contractor is solely responsible for compliance with Labor Code Section 1776 or this SBE Policy. The Agency shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

VIII. LAND DISPOSITION AGREEMENTS, LEASES, LOAN/GRANT AGREEMENTS, OPERATING AGREEMENTS

A. All Agency-Assisted Contracts, including contracts with both for profit and non-profit developers, shall contain a requirement that the developer and its general contractor and all subcontractors (regardless of tier) comply with this SBE Policy.

IX. AUTHORIZATION

A. When staff seeks contract authorization staff shall document and report to the Executive Director and/or the Commission:

1. Whether the Contract Compliance Office provided a list of potential SBEs to be invited for the scope of work being considered.

2. Where appropriate, how the potential work was divided into small contracts to ensure that the scope of work was not too large for an SBE to bid or submit a proposal or how potential SBEs were encouraged to joint venture.

3. That specific items of the contract that may be performed by SBE subcontractors were identified and prospective SBEs were identified for the bidder(s).

4. On consulting service contracts that are $5,000 or more and construction contracts estimated to cost $5,000 or more, that prospective SBEs were invited to a pre-bid and/or pre-solicitation meeting for the purpose of answering questions about the process, the bonding and insurance requirements, the specifications and other requirements.

5. All outreach efforts including advertisements or notifications to trade associations or other groups that were made as part of attempts to reach potential SBE candidates.

X. APPEALS

A. Any bidder or proposer wishing to appeal a staff recommendation for awarding a contract will be notified of the proposed action and will have an opportunity to be heard by the full Commission when the item comes up on the Agenda.
XI. **WAIVER**

A. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price. All waivers involving Agency contracts shall be reported to the Commission.

XII. **SEVERABILITY**

A. The provisions of this SBE Policy are declared to be separate and severable. The invalidity or unenforceability of one or more provisions of this SBE Policy shall in no way affect the validity of the remainder.
EXHIBIT I

SBE CERTIFICATION CRITERIA

A. The Agency will consider the certifications or denials of the Human Rights Commission (HRC) of the City and County of San Francisco and will accept those certifications or denials that are consistent with the standards and practices of the Agency.

B. The Agency shall make efforts to enter into reciprocal agreements with other agencies that have similar certification standards and policies.

C. In order to be certified as an SBE the business must meet all of the requirements contained in the SBE Policy, as applicable, and in this SBE Certification Criteria.

D. In order for a joint venture to be recognized as an SBE, the SBE component must have at least a 35% interest in the joint venture.

E. The Agency will not recognize a subcontractor as an SBE if it subcontracts more than 50 percent of its subcontract amount to non-SBEs.

F. A contractor may substitute the amount of a purchase order to a SBE supplier for up to 15 percent of the SBE subcontractor goals. In order to be recognized, a supplier must perform a commercially useful function in the supply process. However, if the supplier is acting as a mere conduit such as a manufacturer's representative or broker then only the amount of the commission or three percent (3%), whichever is greater, will be credited towards meeting the SBE goals. If none of the work is to be subcontracted, SBE suppliers may be utilized without limitation.

G. If a firm contends that it is an SBE, the owner must submit to the Agency an Application for Certification (Small Business Enterprise Affidavit) under penalty of perjury that swearing to the truth and accuracy of all statements made and material submitted to the Agency, including additional information. If certified by the HRC, a copy of a current HRC certification shall be submitted.

H. An eligible SBE shall be an independent business. In determining whether a business is independent, the Agency shall examine the adequacy of the business's resources for the scope of work under a proposed contract, its financial independence, the extent of its equipment leasing, and its relationships with non-SBEs; whether the firm:

1. is known in the industry or trade to be operated by a non-SBE;
2. is operated in tandem with a non-SBE;
3. has multiple licenses, some of which are affiliated with non-SBEs;
4. itself owns the equipment or trucks that are to be used on the job;
5. is listed in the telephone book, preferably in the Yellow Pages under the class for which it is seeking Agency recognition;

6. subcontracts back to, leases from, or is back-contracted or joint venturer(s) in an amount unrelated to shared risks and profits. Back contracting includes any agreement or other arrangement between a prime contractor and its subcontractor where the prime contractor performs or secures the performance of the subcontract in such a fashion and/or under such terms and conditions that the prime contractor enjoys the financial benefit of the subcontract. Said agreement or other arrangement includes, but is not limited to, situations where either a contractor or subcontractor agrees that any term, condition or obligation imposed upon the subcontractor by the subcontract shall be performed by or be the responsibility of the prime contractor.

7. Maintains a permanent office separate from that of its sources of vehicles, subcontractors, the general contractor or from any joint venturer(s); and

8. In the case of a supplier, carries the material being supplied as a regular part of its inventory.

I. A SBE firm shall not have any formal or informal restrictions which limit the customary discretion of the owner. The owner should have the authority to perform all of the below functions:

1. manage either the marketing or production aspects of the business;

2. be authorized to sign on all bank accounts, to draw against letters of credit, and to secure surety bonds and insurance; and

3. control the profit sharing, pensions or stock option plans.

J. In order to be considered a Project Area SBE, the business must meet the definition of Project Area Small Business Enterprise in Article III, Definitions.

K. In order to be considered a San Francisco-based SBE, the business must meet the definition of San Francisco-based SBE in Article III, Definitions.

L. License Qualification Essential: A person that owns or is employed by a non-SBE and who is used to qualify a professional business as an SBE does not meet the Agency's SBE requirements of having management and control of the business. Likewise, a person that owns or is employed by a non-SBE and who is used to qualify a construction business who is not the Qualifying Partner, Responsible Managing Employee or Responsible Managing Officer cannot meet the Agency's SBE requirements of having management and control of the business. An owner who is certified by the Agency for one profession, e.g., electrical engineering, cannot attribute that certification to another profession, e.g., mechanical engineering, unless he or she is registered for more than one professional license. By extension a certified SBE plumbing business must also be certified to perform electrical work to be an eligible SBE electrical contractor. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.
M. A business requesting to be certified as an SBE shall supply the Agency with all such additional information as the Agency may deem relevant in order to make a determination of such status. If such information is not supplied within 45 days of it being requested, the Agency may consider the Application for certification withdrawn.

N. A change in ownership of a firm will be carefully scrutinized. The following factors shall be considered:

1. The reason of the timing of the change in ownership of the business relative to the time that bids are opened or proposals are considered;

2. Whether the interest of a non-disadvantaged firm conflicts with the ownership and control requirements of this SBE Policy.

3. Whether an employee-owner who had previous or continuing employee-employer relationship between or among present owners has management responsibilities and capabilities.

O. Grandfather clause: Firms that were currently certified as Disadvantaged Minority-owned Business Enterprises (MBE) and Woman-owned Business Enterprises (WBE) shall be automatically deemed certified as SBEs on the effective date of this policy so long as they continue to meet the economic and other standards for SBEs described in this SBE Policy.

P. In its sole and absolute discretion, the Agency, in interpreting the provisions of this SBE Policy, may rely on the provisions, rules, standards, and other guidance under the Disadvantaged Business Enterprise Program of the City and County of San Francisco, S.F. Administrative Code Chapter 14A, to the extent that those provisions, rules, standards, and guidance are consistent with this SBE Policy.

Q. The SBE Agreement executed by the developer and/or contractor is the implementation document for the SBE Policy.
1. **GENERAL INFORMATION**
   
   A. **Definitions.** For the purpose of this Document 00822, the term “OCII” shall include the Office of Community Investment and Infrastructure, its officers, employees, agents, successors, and assigns, the term “Navy” shall refer to the United States of America, Department of the Navy, and the terms “personal injury” and “injury to a person” or similar terms including death resulting therefrom and shall not be limited to bodily injury.
   
   B. **Insurance Requirements.** Contractor shall maintain in full force and effect, at its sole cost and expense, the insurance required by this Document 00822 Insurance. Prior to commencement of any Work under the Contract Documents, and any extension thereof, and until Final Acceptance of the Work, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage and limits of insurance with the endorsements and deductibles indicated in this Document 00822 Insurance. However, if Contractor maintains additional coverages and/or higher limits than the minimums shown in this Document 00822, the Agency requires and shall be entitled to the additional coverage and/or higher limits maintained by the Contractor. Such insurance coverage shall be maintained with insurers and under forms of policies satisfactory to OCII and otherwise as described in this Document 00822 Insurance. As provided in Paragraph 4 of Document 00510 of Contract and before commencing any Work, Contractor shall file with OCII, as provided in Paragraph 8 below, for OCII’s approval as to adequacy of the insurance protection, all certificates endorsements and waivers for the required insurance policies.

2. **WORKERS’ COMPENSATION INSURANCE OR SECURITY**
   
   A. **Contractor’s Requirements.** In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4, Article 1 (commencing with Section 3700) of the Labor Code, Contractor is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate workers’ compensation insurance.
   
   B. **Contractor’s Compliance.** Contractor shall meet the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of said Code. Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
   
   C. **Coverage**
      
      1. **Workers’ compensation insurance and employer’s liability coverage,** with an insurance carrier satisfactory to OCII, and with limits as follows:
         
         1.1 Statutory Workers’ Compensation Coverage A (Statutory limit.)
         
         1.2 Employer’s Liability Insurance Coverage B. Not less than **One Million Dollars ($1,000,000)** each accident/Bodily Injury, **One Million Dollars ($1,000,000)** policy limit Bodily Injury by disease and **One Million Dollars ($1,000,000)** each employee Bodily Injury by disease.
   
   2. In the event Contractor is self-insured, Contractor shall furnish Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.
   
   3. If any injury occurs to any employee of Contractor for which the employee, or employee’s dependents in the event of employee’s death, is entitled to compensation from OCII under the provisions of Division 4 (commencing with Section 3201 and hereinafter referred to as “Act”) of the Labor Code, or for which compensation is claimed from OCII, OCII may retain, out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation as fixed by said Act until such compensation is paid, or until it is determined that no compensation is due. If OCII is compelled to pay such compensation, it will deduct and retain from such sums due Contractor the amount so paid.
D. **Indemnification.** The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under Workers’ Compensation Acts, Disability Benefits Acts or other employee benefits acts.

3. **COMMERCIAL GENERAL LIABILITY INSURANCE**


B. **Coverage.** The policy shall provide limits of liability of not less than:

1. Combined single limit liability insurance insuring against loss arising from personal injury (as defined herein) and/or property (real and/or personal) damage in the amount of not less than **Five Million Dollars ($5,000,000)** for each of the following provisions:
   1.1 on account of any one accident or occurrence (combined single limit),
   1.2 for personal injury liability, and
   1.3 for products-completed operations.

2. The general aggregate limit shall be not less than **Five Million Dollars ($5,000,000)**. The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any insurance policy.

3. The policy shall operate as primary insurance and shall provide coverage at least as broad as Insurance Services Office (ISO) Form CG 00 01. The following perils shall also be covered:
   3.1 Broad form blanket contractual liability coverage for liability assumed under the Contract Documents and all other contracts related to the Work to be performed under the Contract Documents,
   3.2 Completed operations/product liability to the fullest extent allowable by law beyond completion of the Project,
   3.3 Broad form property damage,
   3.4 Property Damage Liability arising out of the “XC&U” hazards (explosion, collapse and underground damage), where applicable,
   3.5 Personal Injury Liability, A, B & C with employee exclusion void,
   3.6 The “Other Insurance” clause is to be deleted and this insurance is to be primary, and
   3.7 Independent Contractor.

4. No other insurance or protection from liability afforded to or effected by OCII, within the above policy limits, shall be called on to contribute to a loss covered thereunder. The inclusion of Contractor and OCII in the same policy shall not defeat coverage in the event liability is incurred between Contractor and OCII.

C. **Deductibles.** Deductibles shall be not greater than $25,000 without the prior written approval of OCII’s Risk Manager.
4. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

A. **Comprehensive Automobile Liability Insurance Coverage.** Contractor shall obtain and keep in effect Comprehensive Automobile Liability Insurance Coverage as set forth below.

B. **Coverage.** The policy shall provide limits of liability of not less than:

1. A minimum combined single limit of not less than **One Million Dollars ($1,000,000)** each occurrence, for bodily injury and/or property damage for loss arising from personal injury (as defined herein above) and/or property damage applicable to vehicle used in pursuit of any activities associated with the Contract Documents.

2. The policy shall be applicable to vehicles used in pursuit of any of the activities associated with the Contract Documents and shall provide coverage for any auto including:
   1. All owned vehicles,
   2. Employer’s Nonownership Liability, and
   3. Hired automobiles.

C. **Scheduled Vehicles Restriction.** Contractor shall not provide a Comprehensive Automobile Liability policy specifying scheduled vehicles without the express written consent of OCII.

D. **Deductibles.** Deductibles shall be not greater than $25,000 without the prior written approval of OCII’s Risk Manager.

6. **ALL-RISK COURSE OF CONSTRUCTION INSURANCE**

A. **All-Risk Course of Construction Insurance.** Contractor shall obtain and keep in effect All-Risk Course of Construction Insurance Coverage, excluding earthquake and flood, and including damage to property owned by the Navy, OCII, Contractor or third parties caused by fire, as set forth below.

B. **Coverage.** The policy shall provide limits of liability of not less than 100% of the completed value of the Work to be done under the Contract with no coinsurance penalty provisions.

C. **Named Insured and Loss Payable Requirements.** Policy shall name the Contractor and the “United States of America, Department of the Navy”, as the insured and shall contain a loss payable clause reading substantially as follows: "LOSS, IF ANY, UNDER THIS POLICY SHALL BE ADJUSTED WITH (NAME OF CONTRACTOR) AND THE PROCEEDS, AT THE DIRECTION OF THE GOVERNMENT, SHALL BE PAYABLE TO (NAME OF CONTRACTOR), AND PROCEEDS NOT PAID TO (NAME OF CONTRACTOR) SHALL BE PAYABLE TO THE TREASURER OF THE UNITED STATES OF AMERICA.”

D. **Deductibles.** Deductibles shall be not greater than 5% of the completed value of the Work to be done under the Contract Documents.

7. **CONTRACTOR’S POLLUTION LIABILITY INSURANCE**

A. **Contractor’s Pollution Liability (CPL) Insurance.** Contractor shall obtain and keep in effect CPL Insurance as set forth below.

B. **Coverage.** The policy shall provide limits of liability of not less than: **One Million Dollars ($1,000,000) each occurrence/ Two Million Dollars $2,000,000 policy aggregate**, including coverages for on-site or off-site third party claims for bodily injury and property damage, and including coverage for Mold, Lead and Asbestos.

C. **Deductibles.** Deductibles shall be not greater than $25,000 without the prior written approval of OCII’s Risk Manager.

8. **ADDITIONAL REQUIREMENTS**
A. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Contract, the Contractor shall promptly give notice thereof to the OCII and, to the extent of its liability as provided in this Contract, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Navy may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Contractor for such loss or damage, the Contractor shall effect such repair, rebuilding, or replacement if required so to do by the OCII, and such excess of cost shall be reimbursed to the Contractor by the OCII. In the event the Contractor shall have effected any repair, rebuilding, or replacement which the Contractor is required to effect pursuant to this Contract, the Navy shall direct payment to the Contractor of so much of the proceeds of any insurance carried by the Contractor and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Contractor to effect such repair, rebuilding or re-placement. In event the Contractor shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Contractor, the Contractor shall promptly refund to the Navy the amount of such proceeds.

B. With respect to General Liability and Contractors Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

C. With respect to Contractors Pollution Liability no policy shall contain an “Insured v. Insured” exclusion.

D. If General Liability or Contractors Pollution Liability coverages are written on a claims-made form:
   1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended reporting period coverage for a minimum of five (5) years after completion of contract work.
   4. A copy of the claims reporting requirements must be submitted to the OCII for review.

E. The carrying of the insurance described in this Document 00822 Insurance shall not be construed to be a limitation of the liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise.

F. Certificates of Insurance and Endorsements shall have clearly typed thereon OCII Contract number and title of Contract Documents. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after final payment. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

G. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of OCII’s Risk Manager, warrant such increase. Contractor shall increase required insurance amounts upon direction by OCII.

H. Any type of insurance or any increase of limits of liability not described in this Document 00822 Insurance which Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

I. Any policies effected by Contractor on its own and/or rented equipment and material shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the OCII, City, and Navy and all other indemnitees named in the Contract Documents, as well as insurance carriers for the Project.

J. Contractor shall require and verify that each subcontractor, of every tier, maintain insurance meeting all the requirements stated herein, or Contractor shall include subcontractor as insured under its policies.

K. Contractor shall cooperate fully with OCII and Contractor’s insurance companies in a safety and accident prevention program and claims handling procedures as established for the Project.
8. ENDORSEMENTS.

A. All of the following clauses and endorsements, or similar provisions, are required to be made a part of each of the required policies, and copies of Endorsements and Waivers of Subrogation are to be provided to OCII.

1. The Commercial General, Automobile and Contractor’s Pollution Liability policies are to be endorsed as follows: The “Office of Community Investment and Infrastructure, the City and County of San Francisco, the United States of America, Department of the Navy, and their respective commissioners, supervisors, officers, agents and employees” are hereby named as additional insureds in respect to liability arising out of Contractor’s work for the OCII, and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

2. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

3. Waivers of Subrogation: Contractor hereby 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. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the OCII, the City and County of San Francisco, the United States of America, Department of the Navy, and their respective commissioners, members, officers, agents or employees for losses arising from work performed by Contractor or for the OCII.

4. Primary Insurance. Each insurance policy shall be considered primary insurance as respects to any other valid and collectible insurance OCII may possess, including any self-insured retention it may have. Any other insurance OCII possesses shall be considered excess insurance only and shall not be called upon to contribute with this insurance.

5. No cancellation, suspension, or modification of the coverage provided shall be effective until written notice has been given to OCII at least thirty (30) days prior to the effective date of such modification, suspension or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal. All of the above insurance and the certificates evidencing the same shall be endorsed to contain the following wording verbatim: “The Office of Community Investment and Infrastructure is interested in the maintenance of this insurance and it is agreed that this insurance will not be suspended, canceled, materially changed or not renewed without at least thirty (30) days’ prior written notice sent to the OCII.”

9. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

A. Insurance is to be placed with insurers admitted in the State of California. If Contractors Pollution Liability coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

B. Contractor must furnish the OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

C. The OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

D. Unless otherwise required by the Contract Documents, all certificates, endorsements, waivers, coverage verifications and other items required to be delivered to OCII pursuant to this Document 00822 Insurance shall be mailed to:
E. Contractor agrees, if it does not keep all required insurance in full force and effect and furnish satisfactory evidence thereof, OCII shall have the right (but not the obligation) to take out and maintain same for all parties on behalf of Contractor, who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of a bill. If Contractor fails to pay any bill, the repayment thereof shall be a proper charge against Contractor or credit against any moneys or consideration to which Contractor may otherwise be entitled under the terms of the Contract Documents.
DOCUMENT 00823

APPRENTICESHIP PROGRAM

Contractors and subcontractors shall comply with the requirements related to apprentices and trainees as described in the EDA “Supplemental General Conditions,” attached as Document 00812.

END OF DOCUMENT
DOCUMENT 00910

ADDENDA

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT
PART 1 GENERAL

1.01 SUMMARY

A. This section includes summary of work including:

1. Work Covered By Contract Documents
2. Bid Items, Allowances and Alternates
3. Work Under Other Contracts
4. Future Work
5. Work Sequence
6. Cooperation Of Contractor And Coordination With Other Work
7. Maintenance
8. Occupancy Requirements
9. Contractor Use of Premises
10. Lines and Levels
11. Protection of Existing Structures and Utilities
12. Reference Standards
13. Products Ordered In Advance
14. OCII-Furnished Products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work consists of construction of the SHIPYARD ART INSTALLATION PROJECT in the City of San Francisco. The Work includes, but is not limited to handling, securing, assembling, laying out, and installing eight art pieces in different areas of the Shipyard. The Project is located at Hunters Point Shipyard, San Francisco, California 94124. Contract Documents describe the full description of the Work.

B. The Work of this Contract includes work covered by unit prices and work covered by Allowances.

C. The Work of this Contract comprises construction of all the work shown on the Drawings, described in the Specifications, or otherwise required by the Contract Documents.

D. Coordinate with work provided by OCII under separate contract shown on the drawings and specified in the following sections: N/A.

E. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

F. Contractor’s use of the premises for Work and storage is limited to the area designated on the Drawings.

1.03 BID ITEMS

A. Any bid item may be deleted by OCII in total or in part prior to or after award of Contract without compensation in any form or adjustment of other bid items or prices therefore.

B. Descriptions for Schedule of Bid Prices (Schedule A, Schedule B, and Alternates):

Bid Item 1: Mobilization
This is a lump sum bid item for Contractor’s start up costs including site office for Contractor, connection of temporary utilities, submittal of Initial CPM Schedule, Schedule of Values, Pre-Construction Meeting, Schedule of Shop Drawing and Sample Submittals, Safety Program, Evidence of Field Measurements. Work includes
EDA signs as described in Document 00812, Exhibit B, Supplemental General Conditions. Payment shall be made as part of the monthly payment requests as mobilization items are completed to the satisfaction of the Contract Manager.

Bid Item 2: Performance and Payment Bonds
This is a lump sum bid item for required bonds for Schedule A work. Payment shall be made for the lesser cost of the bid value or actual cost of the bonds. Submit evidence of payment amount for reimbursement.

Bid Item 3: Temporary Utilities
This is a lump sum bid item for providing necessary water, power, lighting, and sanitary facilities needed to execute the project. Bid item includes fuel, cabling, and operational costs; water; hoses, pumps, and cost of water.

Bid Item 4: Air Monitoring
This is a lump sum bid item for providing dust control monitoring and asbestos monitoring per the specifications and including containment, personal protection, blood test, personal monitoring, segregating, bagging, containers, transport, verification testing; Clean-up; stabilize; clean perimeter of art sites from non-permanent items; mitigation measures.

Bid Item 5: Installation of Gigantry, Hale Konon, and Bayview Horn
This is a lump sum bid item for mobilizing, accepting, handling, storing, and installing the art pieces in this bid item. The Bid Item includes layout, site preparation, enacting dust control measures, and off-haul of native soils to the development stockpile site. Resilient rubber surfacing included for Gigantry. Crushed seashells included for Hale Konon.

Bid Item 6: Installation of Butterfly Girl, Nautical Swing, Frame/Refrain, and Visions of the Past
This is a lump sum bid item for mobilizing, accepting, handling, storing, assembling, and installing the art pieces listed in this bid item. The Bid Item includes surveying, layout, site preparation, enacting dust control measures, off-haul of native soils to the development stockpile site; mitigation measures. Brick pavers are to be furnished by the artist to be installed by the Contractor.

Bid Item 7: Contract Closeout and Project Record Documents @ 2% of Schedule A (minimum)
This is a lump sum bid item of not less than 2% of the Contract Total to be paid upon completion of Section 01770, Contract Closeout and handover of complete Project Record Documents per Section 01780.

C. Allowances: (if applicable)
1. Allowance work shall be done as change orders and as specified in Section 01250 Modification Procedures. Contractor shall identify Allowance Items (See Document 00400 Bid Form) work on the Progress Schedules and on Requests For Payment.

2. The Amount given on the Bid Form under each Allowance Item is the sum of money set aside for each Allowance. These amounts shall be included in the Contract Price on the Bid Form.

3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.

1.04 WORK UNDER OTHER CONTRACTS

A. Hunters Point Open Space and Regional Parks; Pocket Parks 15 and 16; Welcome Home Center; Blocks 50, 51, 53, and 54.

1.05 FUTURE WORK

A. There are no provisions for future work related or incidental to the completion of the Building 101 Phase 1 Improvements.
1.06 WORK SEQUENCE
A. Contractor shall construct Work in stages and at times to accommodate OCII operation requirements during the construction period; coordinate construction schedule and operations with OCII.
B. Refer to Document 00810, contains other information regarding sequencing the Work.

1.07 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK.
A. Contractor shall coordinate with OCII and any OCII forces, or other contractors and forces, as required by Document 00700 General Conditions, Paragraph 1.06.
B. Contractor shall employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.08 MAINTENANCE, PRODUCT HANDLING AND PROTECTION
A. Materials: Contractor shall transport, deliver, handle, and store materials and equipment at the Project Site in such a manner as to prevent the intrusions of foreign matter or moisture and to prevent damage.
B. Hazardous substance compliance: Contractor shall provide OCII with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
C. Packaging: Contractor shall provide packaged material in manufacturer’s original containers with seals unbroken and labels intact until incorporated into the Work.
D. Removal of unsuitable material: Contractor shall remove all damaged or otherwise unsuitable material and equipment promptly from the Project Site.
E. Protection: Contractor shall protect all finished surfaces.
F. Cost of maintenance: cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefor.

1.09 OCCUPANCY REQUIREMENTS
A. Contractor shall allow OCII to take possession of and use any completed or partially completed portion of the structure during the progress of the Work as soon as is possible without interference to the Work.
B. Possession, use of structure or work, and placing and installation of equipment by OCII shall not in any way evidence the completion of the work or any part of it.
C. Contractor shall not be held responsible for damage to the occupied part of the work resulting from OCII occupancy.
D. Contractor shall make available, in areas occupied, on a 24-hour day and 7-day week basis if required, any utility services, heating and cooling as are in condition to be put in operation at the time of early occupancy.
1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Contractor shall make, and Architect shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list shall be basis for commencement of warranty period for equipment.
4. OCII shall pay for utility cost arising out of occupancy by OCII during construction.
E. Use and occupancy by OCII prior to acceptance of work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by OCII.
F. Prior to date of Final Acceptance of the Work by OCII, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 General Conditions.

G. Use by OCII of Work or part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by OCII of any of the conditions thereof.

H. OCII may in its discretion specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to substantial completion of all of the Work. Contractor shall notify OCII and Architect in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request OCII and Architect to issue a Certificate of Substantial Completion for that part of the Work.

1.10 CONTRACTOR USE OF PREMISES

A. Prior to commencement of excavation, Contractor and OCII shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to these structures due to Contractor’s operations. If possible, damage as noted shall be marked on the structure. All parties making the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be report immediately to OCII.

B. Contractor shall confine operations at Project Site to areas permitted by Contract Documents, permits, ordinances and laws.

C. Contractor shall not unreasonably encumber Project Site with materials or equipment.

D. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.

E. Contractor shall move any stored products that interfere with operations of OCII or other contractor.

1.11 LINES AND LEVELS

A. Contractor shall be responsible for the accuracy of the building lines and levels, and shall:
   1. Employ a licensed civil engineer or surveyor to establish and maintain all lines and levels necessary for the location and construction of the Work.
   2. Verify the levels shown on Drawings with existing levels and notify OCII of any discrepancies before proceeding with the Work.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The drawings may indicate existing above and below grade structure, drainage lines, storm drains, sewers, water, gas, electrical, hot water and other similar items and utilities which are known to the OCII.

B. Contractor shall locate these known existing installations before proceeding with trenching, or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

C. Additional utilities whose locations are unknown to OCII are suspected to be existing. Contractor shall be alert to their possible existence. If they are encountered, Contractor shall immediately report their existence to OCII for further action.

D. In addition to reporting, if a utility is damaged, Contractor shall take appropriate action as provided in the General Conditions.

E. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s
attention including reasonable action taken to protect or repair damage shall be determined as provided in the General Conditions.

PART 2 PRODUCTS

2.01 REFERENCE STANDARDS

For products specified by association or trade standards, comply with requirements of standard, except where more rigid requirements are specified or are required by applicable codes.

2.02 PRODUCTS ORDERED IN ADVANCE

A. None

2.03 OCII FURNISHED PRODUCTS

A. All art pieces. Some assembly required – refer to the drawings for clarifications.

B. OCII’s duties:
   1. Schedule delivery date with supplier in accord with construction schedule.
   2. Obtain installation drawings and instructions.
   3. Submit claims for transportation damages.
   4. Arrange warranties.

D. Contractor’s duties:
   1. Designate required delivery date for each product in construction schedule.
   2. Promptly inspect delivered products, report visible damaged or defective items.
   3. Load at such location on or near Project Site as OCII may designate; transport and unload to location where installed.
   4. Handle at Project Site as necessary to uncrate, inspect, place in storage, or to install.
   5. Protect from exposure to elements, and protect from damage or loss of any kind.
   6. Repair or replace items damaged as result of Contractor’s operations.
   7. Properly connect and install.

PART 3 EXECUTION

Not applicable to this section.

END OF DOCUMENT
PART 1  GENERAL

1.01  SUMMARY

This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

1.02  REFERENCES

California Public Contract Code

1.03  SCOPE OF WORK

The Contractor's bid shall include all of the work described or indicated on the Contract Documents. Payment shall be made for work completed or partially completed in accordance with the schedule of bid costs for items listed whether or not expressly specified or shown or described below. Bid costs shall include full compensation (inclusive of taxes, insurance, overhead and profit) for furnishing all labor, materials, services, tools, equipment and incidentals necessary to complete each item. Principal features of the work to be included under the various listed cost items are noted in the descriptions. Any item of work not listed or described shall be included within one or more of the items that are listed. Final payment for all listed lump sum items shall be the total bid cost for the item as adjusted by any Change Orders. Final payment for all listed unit price items shall be the bid unit price multiplied by the number of units actually provided. Quantities given in the Unit Cost Schedule are provided for bid purposes only. For ordering materials and construction of the Work, Contractors are required to rely upon their own estimate of quantities.

Work under Contract Documents, or under any bid item, allowance or alternate, shall include all labor, materials, transport, handling, storage, supervision, administration, taxes and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

The following is a brief summary description of each Bid Item:
Please refer to Section 01100 “Summary of Work” for a brief summary.

1.04  DETERMINATION OF QUANTITIES

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by OCII, of units of work satisfactorily completed in accordance with Contract Documents or as directed by OCII. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods, as OCII may consider appropriate, for class of work measured. Contractor shall immediately inform OCII of any disputes regarding quantity measurements and shall immediately supply OCII with any documentation supporting the disputed measurements.

1.05  SCOPE OF PAYMENT

A. Except as otherwise expressly stipulated in Section 01100 Summary of Work, payment to Contractor at the unit price or other price fixed in the contract for performing Work required under any item, or (if the contract is on a lump sum price basis) at the lump sum price fixed in the contract for performing all work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.
B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, shall also include any costs for loss or damage arising from nature of Work or, prosecution of the Work, or from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by OCII;
2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
3. Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01100.

E. For the materials and equipment referenced in Section 01100 as subject to payment prior to incorporation into the work, where Contractor requests payment on the basis of such materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the Project Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
2. Full title to the materials and/or equipment shall vest in OCII at the time of delivery to the site, warehouse or other storage location;
3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to OCII for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to OCII;
4. Stockpiled materials and/or equipment shall be available for OCII inspection, but OCII shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor’s expense;
6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7. Contractor’s application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that OCII has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OCII’s interest therein, all of which must be satisfactory to OCII. This documentation shall include, but not be limited to, conditional releases of mechanics’ liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.
1.06 BASIS OF PAYMENT

A. Unit Pay Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of work to be paid for shall be actual number of units satisfactorily completed in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be on a Lump Sum basis for Work satisfactorily completed in accordance with Contract Documents.

C. Allowances: Allowance items will be paid for as provided in Section 01100 Summary of Work. Funds authorized for Allowance work will not be released for contract payments unless OCII has authorized Allowance work in writing.

D. OCII does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of OCII. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

1.07 PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly.

B. Schedule of Values:

1. Within ten (10) calendar days from issuance of Notice of Award and prior to the Contractor’s application for the first progress payment, Contractor shall submit a detailed breakdown of its bid by scheduled Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown, of the total Contract Sum, by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by OCII to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.

2. Contractor’s overhead, profit, insurance, cost of bonds and/or other financing, as well as “general conditions costs,” (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equal Contractor’s total Contract Sum, less any allowances designated by OCII.

3. OCII will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by OCII, OCII will accept this Schedule of Values for use. OCII shall be the sole judges of fair market cost allocations.

4. Any attempt to increase the cost of early activities, i.e., “front loading,” will be rejected by OCII, resulting in a complete reallocation of monies until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to OCII.

C. Payment Requests

1. On or before the sooner of (a) the twentieth (20th) day of each month and (b) receipt of OCII’s approval on the updated CPM schedule as required by Section 01320, Paragraph 1.07D, Contractor shall submit to OCII one original and one electronic copy of a request for payment for the cost of the Work put in place during the period from the fifteenth (15th) day of the previous month to the fifteenth (15th) day of the current month, along with one (1) copy of the OCII approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last
day of that one month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of Contractor’s payment request being delayed for more than a day for day basis.

2. Payment requests may include, but are not necessarily limited to the following:
   a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;
   b. Up to seventy-five percent (75%) of the cost of major equipment identified in paragraph 1.05.E above (if any), if purchased and delivered to the site or stored off site, as may be approved by OCII.
   c. Up to fifty percent (50%) of the cost of materials identified in paragraph 1.05.E above (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

3. Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of Document 00700 General Conditions and Section 01320 Progress Schedules and Reports, including updates and revisions. A responsible officer of Contractor shall execute the certification.

4. No progress payment will be processed prior to OCII receiving all requested, acceptable schedule update information.

5. Each payment request shall list each Change Order and Construction Change Directive (“CCD”) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Contractor shall submit a monthly Change Order/CCD status log to OCII.

6. If OCII requires substantiating data, Contractor shall submit information requested by OCII, with cover letter identifying Project, payment request number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy Payment request submitted.

7. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by OCII with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with OCII, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information for OCII.

D. Progress Payments

1. OCII will review Contractor’s payment request following receipt. If adjustments need to be made to percent of completion of each activity, OCII will make appropriate notations and return to Contractor. Contractor will revise and resubmit. All parties will update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. The payment request may be reviewed by OCII, Architect and/or inspectors, for the purpose of determining that the payment request is a proper payment request, and shall be rejected, revised or approved by OCII pursuant to the cost breakdown prepared in accordance with Section 1.07(B) of this Section.

3. If it is determined that the payment request is not a proper payment request suitable for payment, OCII shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If OCII determines that portions of the payment request is not proper or not due under the Contract Documents, then OCII may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.

4. Pursuant to Public Contract Code Section 20104.50, if OCII fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a contractor, OCII shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) day period shall be reduced by the number of days by which OCII
exceeds the seven (7) day return requirement set forth herein.

5. As soon as practicable after approval of each request for progress payment, OCII will pay to Contractor in manner provided by law, an amount equal to ninety percent (90%) of OCII’s estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of OCII, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

6. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work.

7. OCII reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of OCII, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.

8. Granting of progress payment or payments by OCII, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

9. When OCII shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by OCII from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover OCII’s charges against it, OCII shall have right to recover balance from Contractor or Sureties.

1.08 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under Contract Documents to insure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and OCII which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

2. Alternatively, Contractor may request and OCII shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from OCII, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

3. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

4. Contractor shall enter into escrow agreement with Controller according to Document 00680, Escrow Agreement, as authorized under Public Contract Code Section 22300, specifying 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 Contract Documents.

5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.
1.09 FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including Contractor maintenance after Final Acceptance, OCII will pay to Contractor, in manner provided by law, unpaid balance of contract price of Work, or whole contract price of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Prior progress payments shall be subject to correction in the final payment. OCII’s determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Document 00650, Agreement and Release of Any and All Claims, discharging OCII, its officers, agents, employees and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.10 EFFECT OF PAYMENT

A. Payment will be made by OCII, based on OCII’s and Architect’s observations at the site and the data comprising the Application for Payment. Payment will not be a representation that OCII and Architect has:

1. made exhaustive or continuous on-site inspections to check the quality or quantity of Work;

2. reviewed construction means, methods, techniques, sequences or procedures;

3. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by OCII to substantiate Contractor’s right to payment; or

4. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION
PART 1 GENERAL

1.01 SUMMARY

A. This section describes general procedural requirements for alterations, modifications and extras.

B. Related Sections

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment

1.02 GENERAL

A. Any change in scope of work or deviation from Contract Documents, including without limitation extra work, or alterations or additions to or deductions from the original work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Changes in scope of Work or deviation from Contract Documents may be initiated only by Contractor or OCII.

1. Contractor may initiate changes by submitting Requests For Information (RFI), Notice of Concealed or Unknown Conditions, Notice of Hazardous Waste Conditions.

a. RFIs shall be submitted to seek clarification of Contract Documents.

b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700, General Conditions.

c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700, General Conditions.

2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor will not be entitled to additional compensation. Contractor shall be responsible for both OCII’s and Architect’s administrative costs for answering its RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by OCII; at OCII’s discretion, such costs will be deducted from progress payments.

3. Architect may initiate changes by issuing a Supplemental Instruction (which shall require written approval of OCII).

4. OCII may initiate changes in the Work or Contract Times by issuing Requests For Proposal (RFP) to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor.

5. OCII may also by Construction Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

1.03 PROCEDURE
A. RFI and Cost Proposal Review - Procedure.

Contractor shall submit RFI to Architect and OCII using RFI form provided by OCII. When Contractor receives requests for information from a subcontractor, Contractor shall also submit RFI to Architect and OCII using RFI form provided by OCII. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor’s failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor’s waiver of any claim for time delay or interruption to the Work resulting from asserted delay in responding to the RFI. Architect will respond within seven (7) days from receipt of RFI with a written response to OCII, who will then review and forward response to Contractor. Contractor shall distribute response to all appropriate subcontractors.

1. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Times, then the response shall be executed without a change.

2. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter “A” indicating if it is a follow-up RFI) to Architect and OCII clarifying original RFI. Additionally, Architect may return RFI requesting additional information should original RFI be inadequate in describing condition.

3. If Contractor believes that the response results in change in Contract Sum or Contract Times, Contractor shall notify OCII in writing within seven (7) calendar days after receiving the response. If OCII disagrees with Contractor, then Contractor may proceed under paragraph 12 of Document 00700 General Conditions. If OCII agrees with Contractor then within thirty (30) calendar days of receiving the response to the RFI, Contractor shall prepare a Cost Proposal, using form provided by OCII and submit it to OCII for consideration. Contractor’s failure to deliver the foregoing notice and Cost Proposal by the respective deadlines stated above shall result in waiver of the right to file a Cost proposal. OCII will forward a copy of the Cost Proposal to Architect, who will respond within fifteen (15) days of receipt.

4. If OCII accepts the Cost Proposal, OCII will prepare Change Order for OCII and Contractor signatures.

5. If Cost Proposal is not acceptable to Architect or OCII because they do not agree with cost and/or time included in Cost Proposal, Architect and/or OCII will submit in their response what they believe to be a reasonable cost and/or adjustment, if any. Contractor shall have seven (7) days in which to respond to OCII.

6. If time does not permit this response period, OCII will issue a Construction Change Directive with its recommended cost and/or time adjustment. Upon receipt of Construction Change Directive, Contractor shall proceed with work and concurrently respond to OCII/Architect’s response within time period reference above. Contractor’s response may be any one of following:
   b. Submit a revised Cost Proposal with supporting documentation (reference original Cost Proposal Number followed by letter A, B, etc. for each revision).
   c. Submit a Claim as described in paragraph 12.B, Document 00700 General Conditions

7. After receipt of a Cost Proposal with a detailed breakdown, OCII shall act promptly thereon. However, when necessity to proceed with a change does not allow sufficient time to properly check a proposal, OCII may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. Differing Site Conditions - Procedure.

Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing site conditions encountered in the execution of the Work. Procedures in Paragraph 13.D of Document 00700 General Conditions shall be followed. If OCII determines that a change in Contract Sum or contract Times is justified, OCII shall issue RFP.

Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Paragraph 13.E of Document 00700 General Conditions shall be followed. If OCII determines that a change in Contract Sum or contract Times is justified, OCII shall issue RFP.

D. Supplemental Instruction – Procedure.

Architect may issue Supplemental Instruction to Contractor. Contractor shall not proceed with Supplemental Instruction until OCII approves it in writing.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Times, then Supplemental Instruction shall be executed without a Change Order.

2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Times, Contractor shall submit a Cost Proposal to OCII. OCII may then deny request for change, cancel Supplemental Instruction, review the Cost Proposal following the procedures above, or issue a Change Order.

E. OCII Requested RFP – Procedure.

Contractor shall respond to OCII’s RFP within twenty-one (21) working days by furnishing a Cost Proposal containing a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. OCII may review Cost Proposal as set forth above. Upon approval of RFP, OCII will issue a Change Order directing Contractor to proceed with extra work. If the parties do not agree on the price for an RFP, OCII may either issue a Construction Change Directive or decide the issue per Paragraph 12 of Document 00700 General Conditions. Contractor shall perform the changed work notwithstanding any claims or disagreements of any nature.


Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in the work involved and advise OCII of Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

1. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

   b. Unit prices stated in the Contract Documents or subsequently agreed upon.

   c. Cost to be determined in a manner agreed.

2. Construction Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

3. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by OCII on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance or overhead and profit. If the parties still do not agree on the price for a Construction Change Directive, Contractor may file a claim per paragraph 12, Document 00700 General Conditions. Contractor shall keep and present, in such form as OCII may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.04 and 1.05 below.

4. Pending final determination of cost to OCII, amounts not in dispute may be included in Applications for Payment.
The amount of credit to be allowed by Contractor to OCII for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by OCII and Architect. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

G. All Changes.

Documentation of Change in Contract Sum and Contract Time:

1. Contractor shall maintain detailed records of work done on a time and material basis.

2. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

3. Contractor shall, on request, provide additional data to support computations for:
   a. Quantities of products, materials, labor and equipment.
   b. Taxes, insurance and bonds.
   c. Overhead and profit.
   d. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   e. Credit for deletions from Contract, similarly documented.

4. Contractor shall support each claim for additional costs, and for work done on a cost and percentage basis, with additional information including:
   a. Credit for deletions from Contract, similarly documented.
   b. Origin and date of claim.
   c. Dates and times work was performed and by whom.
   d. Time records and wage rates paid.
   e. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

H. Correlation of Subcontractor Submittals:

1. Contractor will revise Schedule of Values and Application for Payment forms to record each authorized Change Order or Construction Change Directive as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period.

3. Contractor shall enter changes in Project Records and Documents prior to the next monthly pay period.

I. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

1.04 COST DETERMINATION

A. Total cost of extra work or of work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Cost Proposals, Change Orders or Construction Change Directives, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra work, of any nature. No special, incidental or consequential damages may be claimed or recovered against OCII, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
B. Overhead and Profit:

1. Overhead shall be as defined in Paragraph 1.08 of this Section 01250. The types of costs listed as overhead in Paragraph 1.08 of this Section 01250 may not be separately included in Contractor claims as direct costs without prior specific written approval by OCII.

2. Overhead and profit on labor for extra work shall be 15 percent (15%).

3. Overhead and profit on materials for extra work shall be 10 percent (10%).

4. Overhead and profit on equipment rental for extra work shall be 10 percent (10%).

5. When extra work is performed by a first tier subcontractor, Contractor shall receive a 5 percent (5%) markup on subcontractors’ total costs of extra work. First tier subcontractor’s markup on its work shall not exceed 15 percent (15%).

6. When extra work is performed by a lower tier subcontractor, Contractor shall receive a total of 5 percent (5%) markup on the lower tier subcontractors’ total costs of extra work. Contractor and first tier subcontractors and lower tier subcontractors shall divide the ten percent (10%) markup as mutually agreed.

7. Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty-five percent (25%) of the direct cost, notwithstanding the actual number of contract tiers.

8. On proposals covering both increases and decreases in Contract Sum, overhead, profit and commission shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed.

9. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead and home office overhead. No markup will be allowed on taxes, insurance and bonds.

C. Taxes:

1. City of San Francisco and County of San Francisco Sales Taxes shall be included.

2. Federal and Excise Taxes shall not be included.

D. Owner Operated Equipment

When owner-operated equipment is used to perform extra work, Contractor will be paid for equipment and operator as follows:

1. Payment for equipment will be made in accordance with Paragraph 1.05.C of this Section 01250.

2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

1.05 COST BREAKDOWN

A. Labor - Contractor will be paid cost of labor for workers (including forepersons when authorized by OCII) used in actual and direct performance of extra work. Labor rate, whether employer is Contractor, subcontractor or other forces, will be sum of following:

1. Actual Wages - Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes.

2. Labor surcharge - Payments imposed by local, county, state and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurance. Labor surcharge shall be as set forth in California Department of Transportation
official labor surcharges schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material - Only materials furnished by Contractor and necessarily used in performance of extra work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to OCII notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of OCII, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental

For Contractor or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer’s ratings, and manufacturer approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of one hundred dollars ($100) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra work being performed or on standby as approved by OCII. The following shall be used in computing rental time of equipment:

   a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.

   b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

   a. OCII will pay for costs of loading and unloading equipment.

   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

   d. Payment for transporting and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.
3. Rental period shall begin at time equipment is unloaded at Site of extra work and terminate at end of day on which OCII directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra work on such days, rental time to be paid per day shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services

When OCII and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. OCII must be notified in advance of all off-site work. In lieu of overhead and profit provided in Paragraph 1.04.B of this Section 01250, 15 percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.06 FORCE-ACCOUNT

A. If it is impracticable because of nature of work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by OCII. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.04 and 1.05 of this Section 01250.

B. Force-Account Work shall be used when it is not possible or practical to price out the changed work prior to the start of that work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between OCII and Contractor have broken apart and a bilateral agreement on the value of the changed work cannot be reached. Other uses of Force-Account Work may be approved by OCII.

C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to OCII each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding work day as required herein. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to OCII when 75% of the not-to-exceed amount has been expended.

E. Force-Account Work shall be paid as extra work under this Section 01250. Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material which, in judgment of OCII, may properly be classified under items for which prices are established in Contract Documents.

1.07 OCII FURNISHED MATERIALS

OCII reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.08 OVERHEAD DEFINED

The following constitutes charges that are deemed included in overhead for all contract modifications, including Force-Account Work or Construction Change Directive Work, whether incurred by Contractor, subcontractors, or suppliers:
1. Drawings: field drawings, shop drawings, etc. including submissions of drawings
2. Routine field inspection of work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project engineer, superintendent, timekeeper, storekeeper and secretaries
8. Janitorial services
9. Temporary on-site facilities:
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Platforms
   f. Fencing, etc.
11. Insurance and Bond premiums.
12. Procurement and use of vehicles and fuel used coincidentally in base bid work.
13. Surveying
14. Estimating
15. Protection of work
16. Handling and disposal fees
17. Final cleanup
18. Other incidental work

1.09 RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form. Contractor or authorized representative shall complete and sign form. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.

B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges. No payment for Field Directive Work shall be made until negotiations have been completed and the subsequent Change Order issued.

C. OCII shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor’s claims for modification of Contract, including Force-Account Work and Construction Change Directive Work, as set forth in Document 0700 General Conditions.

D. Further, OCII shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of OCII shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE.
[Project Name]

CP Number: __________
Date: __________

In Response To ______
RFP # or CRCO #
Subject Ref. No: ___________
(for Project Manager use only)

From: ___________________________
_____________________
_____________________

To: Office of Community Investment and Infrastructure

This Cost Proposal is in response to the above referenced form.

Brief description of change(s): _________________________________________________________________________________

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By: _______________________________
Contractor

Signature: _______________ Date: _______________

END OF SECTION
A. PROJECT MEETINGS

PART 1  GENERAL

1.01 SUMMARY

A. This section describes the required project meetings for this work. These meetings include:

1. Preconstruction Conference.
2. Scheduling Meetings.
3. Progress Meetings.
4. Special Meetings.

B. Related Sections.

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment
3. Section 01330: Submittals
4. Section 01320: Progress Schedules and Reports

1.02 PRECONSTRUCTION CONFERENCE

A. OCII will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.

B. Contractor, all subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor’s on-site facilities
5. Security
6. Housekeeping
7. Submittals and Requests for Information procedures
8. Inspection and testing procedures, on-site and off-site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor’s Initial CPM Schedule
13. Contractor’s Schedule of Values
14. Contractor’s Schedule of Submittals

D. OCII will distribute copies of minutes to attendees. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

1.03 SCHEDULING MEETINGS

A. Meet with OCII, its scheduling consultant and Architect prior to Start Date of the Work under Contract Documents and conduct initial review of Contractor’s draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Schedule.

B. Authorized representative in Contractor’s organization, designated in writing, who will be responsible for working and coordinating with OCII relative to preparation and maintenance of Progress Schedule shall attend initial review meeting.
C. Contractor shall, within 60 days from the Notice to Proceed date, meet with OCII, its scheduling consultant and Architect to review the Progress Schedule and Construction Schedule submittals.

1. Contractor shall have its manager, superintendent, scheduler, and key subcontractor representatives, as required by OCII, in attendance. The meeting will take place over a continuous one-day period.

2. OCII’s review will be limited to submittal’s conformance to Contract Documents requirements, including, but not limited to, coordination requirements. OCII’s review may also include:
   b. Directions to include activities and information missing from submittal.
   c. Requests to Contractor to clarify its schedule.

3. Within 5 days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by OCII at the meeting.

D. OCII will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees. Attendees shall have 5 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

1.04 WEEKLY PROGRESS MEETINGS

A. OCII will schedule and administer Progress Meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by OCII.

1. Meetings shall be held at Contractor’s on-site office unless otherwise directed by OCII.
2. A OCII representative will prepare agenda and distribute it 4 days in advance of meeting to Contractor and Architect.
3. A OCII representative will preside at meeting.
4. Architect will record. Within 3 days after meeting, OCII will distribute minutes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

B. Progress Meetings shall be attended by Contractor’s job superintendent, major subcontractors and suppliers, OCII, Architect, and others as appropriate to agenda topics for each meeting.

C. Agenda will contain the following items as appropriate:

1. Review, revise as necessary, and approve previous meeting minutes
2. Review of work progress since last meeting
3. Status of Construction Work Schedule, delivery schedules, adjustments
4. Submittal, RFI and Change Order status
5. Review of the Contractor’s safety program activities and results, including report on all serious injury and/or damage accidents
6. Other items affecting progress of work

1.05 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time impact evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and
Scheduler shall attend these meetings.

3. Contractor shall plan on the meeting taking no less than four (4) hours.

1.06 SPECIAL MEETINGS

A. Special meetings may be called by any party by notifying all desired participants and OCII 5 days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, OCII shall have authority to require Contractor attend conference of any or all of the contractors engaged in Work or in other work, and notice of such conference shall be duly observed and complied with by Contractor.

C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in General Conditions. Contractor shall give OCII 5 days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.07 SAFETY MEETINGS

A. Conduct monthly Contractor Safety Committee meetings.

B. Conduct weekly tool-box safety talks.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION
DIVISION 1 GENERAL SPECIFICATIONS

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

1.01 SUMMARY

A. Contractor shall perform scheduling of Work under Contract Documents in accordance with requirements of this Section.

1. Development of schedule, cost and resource loading of the schedule, monthly payment requests and project status reporting requirements of the Contract Documents shall employ computerized Critical Path Method (CPM) scheduling (“CPM Schedule”).

2. CPM Schedule shall be cost loaded based on Schedule of Values as approved by OCII.

3. Submit schedules and reports as specified in Document 00700 General Conditions.

B. Upon Award of Contract, Contractor shall immediately commence development of the first submitted CPM schedule (“Initial CPM Schedule”) to ensure compliance with CPM schedule submittal requirements.

C. Related Sections:

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment
3. Section 01315: Project Meetings
4. Section 01330: Submittals

1.02 QUALIFICATIONS

A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Primavera Project Planner. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose. During the bid phase, apparent successful low bidder shall have provided OCII a written verification that Contractor has the required personnel under its employ or that Contractor will employ the required CPM consultant.

1. The written statement shall identify individual who will perform CPM scheduling.

2. Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.

3. Required level of experience shall include at least two projects of similar nature, scope and value not less than three-fourths the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. OCII reserves right to approve Contractor’s scheduler, or consultant, and right to reject them at any time. OCII also reserves the right to refuse replacement of Contractor’s scheduler or consultant, if it believes such replacement will negatively affect Contract.

1.03 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00520 Agreement, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by OCII. Any such agreement shall be formalized by a Change Order.

1. OCII is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
2. Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Times.

3. A schedule showing the work completed in less than the Contract Times, which has been accepted by OCII, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and Contract Substantial Completion. Project Float is a resource available to both OCII and the Contractor.

C. Float Ownership: Neither OCII nor Contractor owns float. The Project owns the Project Float. As such, liability for delay of the Substantial Completion Date rests with the party whose unexcused delay, last in time, actually causes delay to the Substantial Completion Date.

1. For example, if Party A incurs delay and uses some, but not all of the float and Party B later incurs unexcused delay and uses the remainder of the Project Float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion Date.

2. Party A would not be responsible for the time because it did not consume all of the Project Float and additional float remained; therefore, the Substantial Completion Date was unaffected by Party A.

D. “Progress Schedule” shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with Contract Documents. OCII’s acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon OCII, or act to relieve Contractor of its responsibility for means and methods of construction.

F. Use Primavera Project Planner for Windows, latest version. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to OCII at times requested by OCII.

G. Transmit each item under form approved by Project Manager:

1. Identify Project with OCII Contract number, and name of Contractor.

2. Provide space for Contractor’s approval stamp and OCII’s review stamps.

3. Submittals received from sources other than Contractor will be returned to the Contractor without OCII’s review.

1.04 INITIAL CPM SCHEDULE

A. Initial CPM Schedule submitted for review at the Preconstruction Conference shall serve as Contractor’s schedule for up to sixty (60) calendar days after the Notice to Proceed.

B. Indicate detailed plan for the Work to be completed in first sixty (60) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond sixty (60) calendar days in summary form.

C. Initial CPM Schedule shall be time-scaled.

D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed sixty (60) calendar days.

E. OCII and Contractor shall meet to review and discuss the Initial CPM Schedule within five (5) working days after it has been submitted to OCII.
1. OCII’s review and comment on the schedule shall be limited to Contract Documents conformance (with sequencing, coordination, and milestone requirements).

2. Contractor shall make corrections to schedule necessary to comply with Contract Documents requirements and shall adjust schedule to incorporate any missing information requested by OCII. Contractor shall resubmit Initial CPM Schedule if requested by OCII.

F. If, during the first sixty (60) days after Notice-to-Proceed, Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, Contractor shall submit to OCII a written Time Impact Evaluation (“TIE”) in accordance with Article 1.10 of this Section 01320. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.05 ORIGINAL CPM SCHEDULE

A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with requirements as specified herein, within twenty (20) days after the Notice to Proceed.

B. Progress Schedule shall include or comply with following requirements:
   1. Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
   2. No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by OCII. Activity durations shall be total number of actual workdays required to perform that activity.
   3. Start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
   4. OCII-furnished materials and equipment, if any, identified as separate activities.
   5. Activities for maintaining Project Record Documents.
   6. Dependencies (or relationships) between activities.
   7. Processing/approval of submittals and shop drawings for all Contract Documents-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
      a. Include time for submittals, resubmittals, and reviews by OCII. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.
      b. Contractor shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.
   8. Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
      a. Include time for fabrication and delivery of manufactured products for Work.
      b. Show dependencies between procurement and construction.
   9. Activity description; what Work is to be accomplished and where.
   10. The total cost of performing each activity shall be Contractor’s total labor, material and equipment, with overhead and profit (shown as separate subcategories) included within each of the foregoing. Sum of cost for all activities shall equal total Contract value.
   11. Resources required (labor and major equipment) to perform each activity.
   12. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing Work.
   13. Identify activities that constitute the controlling operations or critical path. No more than twenty-five (25%) of the
activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) days.

14. Twenty (20) workdays for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.

15. Interface with the work of other contractors, OCII, and agencies such as, but not limited to, utility companies.

16. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
   a. Also furnish for each Subcontractor, as determined by OCII, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with Contractor’s Original CPM Schedule and that Subcontractor’s related schedules have been incorporated, including activity duration, cost and resource loading.
   b. Subcontractor schedules shall be independently derived and not a copy of Contractor’s schedule.
   c. In addition to Contractor’s schedule and resource loading, obtain from masonry, electrical, mechanical and plumbing Subcontractors, and other subcontractors as required by OCII, productivity calculations common to their trades, such as units per person day, square feet of masonry wall per day per person, feet of pipe per day per person, feet of wiring per day per person, and similar information.
   d. Furnish schedule for Contractor/Subcontractor CPM schedule meetings that shall be held prior to submission of Original CPM schedule to OCII. OCII shall be permitted to attend scheduled meetings as an observer.

17. Activity durations shall be in Work days.

18. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.

C. Proposed Original CPM Schedule Review Meeting: Contractor shall, within thirty (30) days from the Notice to Proceed date, meet with OCII to review the Proposed Original CPM Schedule submittal.

1. Contractor shall have its Contract Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by OCII, in attendance. The meeting will take place over a continuous one-day period.

2. OCII’s review will be limited to submittal’s conformance to Contract Documents requirements, including, but not limited to, coordination requirements. However, review may also include:
   b. Directions to include activities and information missing from submittal.
   c. Requests to Contractor to clarify its schedule.

3. Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by OCII representatives at the Meeting.

1.06 ADJUSTMENTS TO CPM SCHEDULE

A. Adjustments to Proposed Original CPM Schedule: Contractor shall have adjusted the proposed Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for OCII’s review.

1. OCII, within ten (10) days from date that Contractor submitted the revised schedule, will either:
   a. accept schedule and cost and resource loaded activities as submitted, or
   b. advise Contractor in writing to review any part or parts of schedule which either do not meet Contract
requirements or are unsatisfactory for OCII to monitor Project’s progress, resources and status or evaluate monthly payment request by Contractor.

2. OCII may accept schedule with conditions that the first monthly CPM schedule update be revised to correct deficiencies identified.

3. When an Initial CPM Schedule is accepted, it shall be considered as the “Original CPM Schedule” which will then be immediately updated to reflect the current status of the work.

4. OCII reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

B. Acceptance of Contractor’s schedule by OCII will be based solely upon schedule’s compliance with Contract Documents requirements.

1. By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.

2. Upon submittal of schedule update, updated schedule shall be considered “current” CPM schedule.

3. Submission of Contractor’s schedule to OCII shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed work.

C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor’s representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.

D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors’ letterheads to Contractor and transmitted to OCII for the record.

1.07 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor’s Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.

2. Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed.

B. A meeting will be held on approximately the fifteenth (15th) of each month to review the schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: percent complete of each activity; time impact evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and Scheduler shall attend these meetings.

3. Contractor shall plan on the meeting taking no less than four (4) hours.

C. Within seven (7) calendar days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
Within seven (7) calendar days of receipt of above noted revised submittals, OCII will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of the Contractor’s Application for Payment.

2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

Updating, changing or revising of any report, schedule or narrative submitted to OCII by Contractor under this Contract, nor OCII’s review or acceptance of any such report, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor’s obligations under this Contract.

1.08 SCHEDULE REVISIONS

A. Updating the Schedule to reflect actual progress (“Schedule Update”) shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the schedule, the Contractor shall provide OCII with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, Contractor shall provide a schedule diagram that compares the original sequence to the revised sequence of work. Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any Schedule Update until OCII has reviewed the revisions. OCII may request further information and justification for schedule revisions and Contractor shall, within three (3) calendar days, provide OCII with a complete written narrative response to OCII’s request.

D. If Contractor’s revision is still not accepted by OCII, and Contractor disagrees with OCII’s position, Contractor has seven (7) calendar days from receipt of OCII’s letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor’s failure to respond in writing within seven (7) calendar days of OCII’s written rejection of a schedule revision shall be contractually interpreted as acceptance of OCII’s position, and Contractor waives its rights to subsequently dispute or file a claim regarding OCII’s position. If Contractor files a timely response as provided in this Paragraph and the parties are still unable to agree, Contractor’s sole rights shall be to file a claim as provided in Document 00700 General Conditions, Paragraph 12.

E. At OCII’s discretion, Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.09 RECOVERY SCHEDULE

A. If the Schedule Update shows a substantial completion date twenty-one (21) calendar days beyond Contract Substantial Completion date, or individual milestone completion dates, Contractor shall submit to OCII the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

B. The revisions shall not be incorporated into any Schedule Update until OCII has reviewed the revisions.

C. If OCII rejects Contractor’s revisions, OCII and Contractor shall follow the procedures in Paragraph 1.08.C and 1.08.D of this Section 01320 Progress Schedules and Reports.

D. At OCII’s discretion, Contractor can be required to provide subcontractor certifications for revisions affecting said subcontractors.
1.10 TIME IMPACTS EVALUATION FOR CHANGE ORDERS, CONSTRUCTION CHANGE DIRECTIVES AND OTHER DELAYS

A. Before OCII will execute any Contract Modification or whenever Contractor is directed to proceed with changed work (except for Construction Change Directives), Contractor shall prepare and submit a Time Impact Evaluation (“TIE”). Contractor shall also prepare and submit a TIE within fourteen (14) calendar days of receiving a Construction Change Directive. All TIEs shall include both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable OCII to evaluate the impact of changed work to the scheduled critical path.

B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A of this Section 01320 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. Contractor shall provide OCII with four (4) copies of each TIE.

D. Once agreement has been reached on a TIE, Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, Contract Times may be extended in an amount OCII allows, and Contractor may submit a claim for additional time as provided in Document 00700 General Conditions, Paragraph 12.

1.11 TIME EXTENSIONS

A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with Paragraphs 12 and 15 of Document 00700 General Conditions and all requests for time extension shall be supported by a TIE.

B. Whenever OCII is responsible for an event which impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment and material Contractor would expend to mitigate OCII caused time impact. Contractor shall submit its mitigation plan to OCII within 14 calendar days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under these Contract Documents for cumulative effect of changes.

E. OCII will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the applicable required period for any issue, it is mutually agreed that Contractor does not require a time extension for that issue.

1.12 SCHEDULE REPORTS

A. Submit four (4) copies of each of the following reports listed below with the Initial CPM Schedule, the Proposed CPM Schedule and Original CPM Schedule, and each monthly update.

B. Required Reports:

1. Two activity listing reports: one sorted by activity number and one by total float. These reports shall also include each activity’s early/late and actual start and finish dates, original and remaining duration, float, responsibility code and the logic relationship of activities.
2. Cost report sorted by activity number including each activity’s associated cost, percentage of Work accomplished, earned value to-date, previous payments and amount earned for current update period.

3. Schedule plots presenting time scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.

4. Cash flow report calculated by early start, late start and indicating actual progress. Provide an exhibit depicting this information in graphic form.

5. Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports

In addition to above reports, OCII may request, from month-to-month, any two of the following reports. Submit four (4) copies of all reports.

1. Activities by early start
2. Activities by late start
3. Activities grouped by subcontractors or selected trades
4. Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook
5. Any other report producible from the scheduling software.

D. Furnish OCII with report files in digital format containing all schedule files for each report generated.

1.13 PROJECT STATUS REPORTING

A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.

B. Contractor shall prepare monthly written narrative reports of status of Project for submission to OCII. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

2. Progress made on critical activities indicated on CPM schedule.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.

4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed during the next month.

6. Status of major material and equipment procurement.

7. Any delays encountered during reporting period.

8. Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

   a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor’s daily reports. These reports will be basis for information provided in computer generated monthly and weekly printed reports.

   b. Contractor shall explain all variances and mitigation measures.

9. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by OCII at no additional cost.

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10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.14 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, described in Section 01315 Paragraph 1.04, Contractor shall provide and present a time scaled two week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.15 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to OCII for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer generated data-base capable of sorting daily Work, manpower and manhours by Contractor, Subcontractor, area, subarea, and change order Work. Upon request of OCII, furnish computer disk of this database. Obtain OCII’s written approval of daily construction report database format prior to implementation. Include in report:

1. Project name and Project number.
2. Contractor’s name and address.
3. Weather, temperature and any unusual site conditions.
4. Brief description and location of the day’s scheduled activities and any special problems and accidents, including Work of Subcontractors. Material deliveries. Descriptions shall be referenced to CPM scheduled activities.
5. Worker quantities for its own Work force and for Subcontractors of any tier.
6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
# PART 1  GENERAL

## 1.01 SUMMARY

A. This section describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Quality Control Submittals
   a. Design Data
   b. Test Reports
   c. Certificates
   d. Manufacturers’ Instructions
9. Machine Inventory Sheets
10. Operations and Maintenance Manuals
11. Computer Programs
12. Project Record Documents

B. Related Sections

1. Section 01100: Summary of Work
2. Section 01200: Measurement and Payment
3. Section 01250: Modification Procedures
4. Section 01320: Progress Schedules and Reports
5. Section 01540: Site Security and Safety
6. Section 01770: Contract Closeout
7. Section 01780: Project Record Documents

## 1.02 PROCEDURES

A. Contractor shall submit at Contractor’s expense, in duplicate sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Storm Water Pollution Prevention Plan, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents. Contractor shall submit these submittals to Architect, with copies to OCII, for review and approval in accordance with accepted schedule of Shop Drawings and Samples submittals. If no such schedule is agreed upon, or if the Contract Time is less than 100 days, then all Shop Drawing, Samples and product data submittals shall be completed within twenty-one (21) days after receipt of Notice of Award from OCII.

B. Contractor shall transmit each item with a submittal transmittal form provided by OCII. In addition, contractor shall identify Project, Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Where manufacturer’s standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this project. Submittals shall be submitted based on each technical specification section. Submittals containing information about more than one specification section will be returned for resubmittal. Submittals shall include all information requested by each specification section. (No
partial submittals.) Incomplete submittals will be returned not reviewed by Architect. Contractor shall provide a log number and reference to Specifications Section and/or Plan sheets and details, for each submittal for ease of identification of submittal.

C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Architect the materials and equipment Contractor proposes to provide and to enable Architect to review the information for the limited purposes specified below. Samples of materials to be used (“Samples”) shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Architect may require to enable Architect to review the submittal. The quantity of each Sample to be submitted will be as specified in the Specifications.

D. At the time of each submission, Contractor shall give Architect and OCII specific written notice of all variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the submittal transmittal form. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Architect for review and approval of each such variation. If OCII accepts deviation, OCII shall note its acceptance on the returned submittal transmittal form and, if necessary, issue appropriate Contract Modification.

E. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents, and shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

3. All information relative to Contractor’s sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

F. Contractor’s submission to OCII or to Architect of a Shop Drawing or Sample submittal will constitute Contractor’s representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor’s review and approval of that submittal.

G. Designation of work “by others”, if shown in submittals, shall mean that work will be responsibility of Contractor rather than subcontractor or supplier who has prepared submittals.

H. After review by OCII or Architect of each of Contractor’s submittals, one of set of duplicates of material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the Work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Architect.

4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respect, i.e.: wrong size, model, capacity, or material.

I. Contractor shall make a complete and acceptable submittal at least by second submission. OCII reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if it, following a submittal which OCII determines falls within categories 3 or 4 above, Contractor’s first
resubmittal does not fall within categories 1 or 2 above.

J. Favorable review will not constitute acceptance by OCII or Architect of any responsibility for the accuracy, coordination and completeness of the submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backtrack comments, corrections, and modifications from OCII’s or Architect’s review before fabrication. Contractor, subcontractors, or suppliers may prepare submittals, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Architect’s review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by OCII or Architect, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that OCII and/or Architect has no objection to Contractor using, upon his own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

K. OCII and/or Architect’s review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

L. Contractor shall submit complete initial submittal for those items where required by individual Specification Sections. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial submittal, when complete submittal is required, submittal may be returned to Contractor without review.

M. It shall be Contractor’s responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor’s files, subcontractors and vendors.

N. After OCII and/or Architect’s review of submittal, Contractor shall revise as noted and resubmit as required. Contractor shall identify changes made since previous submittal.

1. Contractor shall not begin fabrication or Work that requires submittals until return of submittals not requiring resubmittal.

2. Normally, submittals will be processed and returned to Contractor within twenty-one (21) calendar days of receipt.

O. Contractor shall distribute copies of reviewed submittals to concerned persons. Contractor shall also instruct recipients to promptly report any inability to comply with provisions.

P. All shop drawings and submittals shall be number identified by Contractor, prior to submission to Architect, in accordance with the following:

1. Contractor shall sequentially number each submittal (i.e., “1”, “2”, “3”, etc.) as the basis for number identification of all shop drawings and submittals.

2. Contractor shall affix the submittal number under which each submittal is made on every copy of each shop drawing, product data, sample, certification, O & M manual, etc.

3. If the submittal is a resubmittal (including without limitation after an initial submittal is rejected, returned not reviewed or marked revise as noted and resubmit), add the suffix designation “A” (i.e., a resubmittal of submittal 1 would be numbered 1A). Subsequent resubmittals would be identified by the submittal number and sequential letters (i.e., “B”, “C”, “D”, etc.).

4. All submittals shall include all information requested by each specification section. No partial submittals will
be accepted unless previously authorized by Architect. In the event a partial submittal is authorized, each subsequent different submittal (as opposed to resubmittal) is given a new number.

Q. Submission Requirements

1. Contractor shall schedule submissions at least 30 days before dates reviewed submittals will be needed.

2. The following table lists the number of initial submittals required from Contractor for each type of submission, who Contractor shall distribute the information to and Architect distribution of reviewed submittals. If Contractor needs more copies of reviewed submittals returned to it, then Contractor shall either submit additional copies or make copies from the returned transparency. Submittals requiring resubmission will require the same quantity and distribution as an initial submittal.

<table>
<thead>
<tr>
<th>a. Submittal</th>
<th>Contractor Initial Submittal</th>
<th>Architect Submittal Review Return</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Transparencies</td>
<td># of Copies / Prints / Samples</td>
</tr>
<tr>
<td>OCI</td>
<td>Architect</td>
<td>OCI Architect</td>
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<tr>
<td>Drawings (greater than 8-1/2” x 11”)</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Product Literature (8-1/2” x 11”)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MSD Sheets (8-1/2” x 11”)</td>
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<td>0</td>
</tr>
<tr>
<td>Samples</td>
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<td>0</td>
</tr>
<tr>
<td>Other Documents</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

3. Contractor shall accompany submittals with submittal transmittal form, in duplicate, containing:
   a. Date, and revision date and submittal log number.
   b. Project title and OCI’s Project number.
   c. Contractor’s name and address and job number.
   d. Specification Section clearly identified.
   e. The quantity of each Shop Drawing, product datum, and Samples submitted.
   h. Other pertinent data.

4. Submittal shall include:
   a. Date and revision dates.
   b. Revisions, if any, identified.
   c. Project title and number.
   d. The names of:
      Architect, Contractor, Subcontractor, supplier, manufacturer, and separate detailer, when pertinent.
   e. Identification of product material by location within the Project.
   f. Relation to adjacent structure or materials.
   g. Field dimensions, clearly identified as such.
   h. Specification section number and applicable detail reference numbers on the drawings.
   i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
   j. A blank space on each drawings or data sheet, 5” x 4” for the Architect’s stamp.
   k. Identification of deviations from Contract Documents.
   l. Contractor’s stamp, initialed or signed, with language certifying the review of submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.
R. Resubmission requirements:

1. Shop Drawings:
   a. Contractor shall revise initial Shop Drawings as required and resubmit as specified for initial submittals.
   b. Contractor shall indicate on Shop Drawings any changes, which have been made other than those requested by Architect.

2. Product Data and Samples: Contractor shall submit new Data and Samples as required for initial submittals.

S. Number of resubmissions:

1. One reexamination of Contractor’s submittals that have been returned for correction or replacement will be included in Architect’s scope. Any additional reexamination of Contractor’s submittals will be considered additional scope services to be paid by Contractor through OCII. Architect shall be paid hourly at 2.5 times direct payroll expenses and charge consultants time at 1.25 times the amount billed Architect.

1.03 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 General Conditions. Submit two (2) copies of final and accepted schedule of submittals of shop drawings and samples as required by Document 00700 General Conditions, and in no event later than twenty-one (21) calendar days following Notice of Award.

B. Schedule of Shop Drawing and Sample Submittals will be used by OCII and Architect to schedule their activities relating to review of submittals. Schedule of submittals shall indicate a spreading out of submittals and early submittals of long lead-time items and of items that require extensive review.

C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by OCII and shall be revised and resubmitted until accepted by OCII.

D. Unless otherwise specified, Contractor shall make submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Contractor shall identify on the submittal which submittals should be reviewed together.

1.04 SAFETY PROGRAM

A. Contractor shall submit two (2) copies of Safety Program specific to these Contract Documents to OCII within the time set forth in Specification 1540, Paragraph 1.05.

1.05 PROGRESS SCHEDULE

A. See Section 01320 Progress Schedules and Reports for schedule and report requirements.

B. Contractor shall submit one (1) reproducible and three (3) print copies of schedule at each of the following times:

1. Initial CPM Schedule at the Preconstruction Conference (covering in detail first 60 days of contract performance, and at a summary level for remainder of contract).

2. Original CPM Schedule within twenty (20) days of the Notice to Proceed date (covering in detail entire Work of Contract to completion).

3. Adjustments to the CPM Schedule as required.

4. CPM Schedule updates monthly, five (5) days prior to monthly progress meeting.

C. Contractor shall submit four (4) copies of the reports listed in Section 01320 Progress Schedules and Reports, with:
1. Initial CPM Schedule
2. Original CPM Schedule
3. Each monthly Schedule update

D. Contractor shall submit progress Schedules and Reports on 3½ inch high density floppy disks in addition to hard copies specified above.

1.06 PRODUCT DATA

A. Within ten (10) calendar days after start date of the Contract Times submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by specification section number.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:
   1. Manufacturers standard drawings shall be modified to delete non-applicable data or include applicable data.
   2. Manufacturers catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data shall be:
      a. Mark each copy to identify pertinent materials, products, or models.
      b. Show dimensions and clearances required; performance characteristics and capacities; wiring diagrams and controls.

D. Supplemental Data:
   1. Submit number of copies that Contractor requires, plus two (2) copies that will be retained by OCII.
   2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer’s standard data to provide information unique to Project.

E. Provide copies for Project Record Documents described in Section 01770 Contract Closeout.

1.07 SHOP DRAWINGS

A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. For 8-1/2 inch by 11 inch and 11 inch by 17 inch sheets, submit number of copies that Contractor requires, plus 7 copies that will be retained by OCII.

C. For 17 inch by 22 inch through 34 inch by 44-inch sheets, submit 1 reproducible transparency and 7 prints. After review, reproduce and distribute.

D. Original sheet or reproducible transparency will be marked with Architect’s review comments and returned to Contractor.

E. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers’ standard data to provide information unique to Work.

F. Include manufacturers’ installation instructions when required by specification section.

G. If Contractor submits shop drawings for items that shop drawings are not specified, Architect will not be obliged to review them.
H. Contractor shall be responsible for procuring copies of shop drawing for its own use as he may require for the progress of the work.

I. Shop drawings shall be drawn to scale and completely dimensioned, giving plan together with such sections as are necessary to clearly show construction detail and methods.

1.08 SAMPLES

A. Submit full range of manufacturers’ standard colors, textures, and patterns for OCII’s and/or Architect’s selection.

B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

C. Include identification on each sample, giving full information.

D. Submit five (5) samples unless otherwise specified. Three (3) will be retained.

E. Sizes: Unless otherwise specified, provide the following:

1. Paint Chips: Manufacturers’ standard
2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in Work upon approval.

G. Field Samples and Mock-ups:

1. Erect field samples and mock-ups at Project site in accordance with requirements of Specification sections.

2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Architect and/or OCII.

3. Approved field samples and mock-ups may be used in Work upon approval.

4. Construct or prepare as many additional Samples as may be required, as directed by the Architect, until desired textures, finishes, and/or colors are obtained.

5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

I. Finishes, materials, and workmanship shall match accepted Samples.

1.09 COORDINATION DRAWINGS

A. Ductwork Layout Drawings: As soon as practical and in no case starting later than thirty (30) days after issuance of Notice of Award, mechanical subcontractor shall prepare layout drawings of all ductwork and piping at not less than ¼” scale. The ductwork layout drawings shall show registers, grilles, diffusers, and similar features as well as locations of all valves, dampers and other items requiring access for service and maintenance. The ductwork layout drawings shall also show beams, ceiling heights, walls, floor to floor dimensions, columns, doors and other major architectural and structural drawings. At Contractor’s option, the layout drawings can be produced using computer-aided drafting.

B. Coordination with Subcontractors: Contractor shall, within sixty (60) days after the date of the Notice to Proceed, send one (1) reproducible and two (2) prints of the ductwork layout drawings to the plumbing, materials handling, fire protection, electrical, and security electronics subcontractors who shall then make on the reproducible their own routings, etc., as required to determine interrelationship and possible interferences with mechanical ductwork and
architectural or structural features. The marked-up reproducibles shall then be returned to mechanical subcontractor through Contractor no less than thirty (30) days after receipt by the other subcontractors.

C. **Composite Drawings:** Mechanical subcontractor shall prepare preliminary composite drawings of such layout drawings, incorporating all the information and routings provided by the other subcontractors. (At subcontractor’s option, a group of transparent overlays may be substituted, provided that subcontractor clearly show the relationship of all proposed installations and are pin-registered/aligned.) The preliminary composite drawings or the overlays shall be reviewed during a series of meetings called by Contractor and attended by Architect and OCI, at which all subcontractors and trades shall be represented in order to review and resolve any real or apparent interferences or conflicts.

D. **Agreement by Subcontractors:** After all conflicts or interferences are resolved, mechanical subcontractor shall develop a final set of composite drawings showing the agreed upon routing, layout and juxtaposition of all ducts work, conveyers, piping, major conduit, valves, panels, lighting fixtures and all major mechanical and electrical installations. In areas where no mechanical and electrical installations are installed, each subcontractor shall be responsible for his own Work and pay his own costs in connection therewith. In preparation of all the final composite drawings, large scale details as well as cross and longitudinal sections shall fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. These final composite drawings shall then be signed off by mechanical subcontractor and Contractor, indicating their awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or contiguous Work. Thereafter, no unauthorized deviations will be permitted and, if made without knowledge or agreement of Architect and OCI, this unauthorized Work will be subject to removal and correction at no additional cost to OCI.

E. **Minor Changes:** In preparing the composite drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without Architect’s and OCI’s written approval. No changes shall be made in any wall or chase locations, ceilings heights, door swings or locations, window or other openings or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, Architect and OCI shall be notified and their decision obtained.

F. **Distribution of Composite Drawings:** After the final composite drawings have been agreed upon and signed by all subcontractors, Contractor shall provide and distribute four (4) prints to each of the subcontractors, to Architect and OCI for reference and record purposes. Contractor shall make similar distribution of all supplementary composite drawings, initiated by other subcontractors as indicated herein before. All subcontractors desiring additional prints of such drawings, beyond the basic distribution indicated above, shall arrange for and pay the cost of same.

G. **Record Composite Drawings:** The record copies of the final composite drawings shall be retained by OCI, Contractor and each subcontractor as a working reference. All shop drawings, prior to their submittal to Architect, shall be compared with the composite drawings and developed accordingly by Contractor and the responsible subcontractor. Any revision to the composite drawing which may become necessary during the progress of the Work shall be noted by Contractor and all subcontractors and shall be neatly and accurately recorded on the record copies. Contractor and each subcontractor shall be responsible for the up-to-date maintenance of his record copies of the composite drawings and to keep two (2) copies available at the site. The composite drawings and any subsequent changes thereto shall be utilized by Contractor and each subcontractor in the development of his “Record Document” drawings.

H. **Timely Submission:** The composite drawings need not be submitted as a whole, but they shall be submitted in all cases in ample time to avoid construction delay. The coordination drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the composite drawings.

I. **Improperly Coordinated Work:** No extra compensation will be paid for relocating any duct, pipe, conduit or other material that has been installed without proper coordination between Contractor and all subcontractors involved. If any improperly coordinated Work or Work installed that is not in accordance with the approved composite drawings, necessitates additional Work by Contractor or other subcontractors, the costs of all such Work shall be borne solely by Contractor or the subcontractor responsible for the Work.

J. **Incorporation of Changes:** All changes in the scope of Work due to revisions formally issued and approved shall be
shown on the composite drawings.

K. **Quality Draftsmanship:** All Work on shop drawings ductwork layout drawings, coordination drawings and composite drawings shall be performed by competent draftsmen and shall be clear and fully legible. Architect shall be the sole judge of the acceptability of the drawings.

L. **Structural Cutting:** Contractor shall obtain specific positive written instructions from Architect through OCII before cutting beams or other structural members, walls, arches or lintel, and Contractor shall be guided by such instructions.

1.10 **QUALITY CONTROL SUBMITTALS**

A. **Design Data:** N/A

B. **Test Reports:** Three (3) copies. One (1) copy will be marked with Architect’s and/or OCII’s review comments and returned to Contractor.

1. Indicate that material or product conforms to or exceeds specified requirements.

2. Reports may be from recent or previous tests on material or product, but must be acceptable to OCII. Comply with requirements of each individual specification Section.

C. **Certificates:** Five (5) copies. One (1) copy will be marked with Architect’s and/or OCII’s review comments and returned to Contractor.

1. Indicate that material or product conforms to or exceeds specified requirements.

2. Submit supporting reference data, affidavits, and certifications as appropriate.

3. Certificates may be recent or from previous test results on material or product, but must be acceptable to OCII.

D. **Manufacturers’ Instructions:** Three (3) copies. One (1) copy will be marked with Architect’s and/or OCII’s review comments and returned to Contractor.

1. Include manufacturer’s printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

2. Identify conflicts between manufacturer’s instructions and Contract Documents.

E. **Material Safety Data Sheets:** Contractor shall provide OCII with five (5) copies of Material Safety Data Sheets (MSDS) for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual sections of this Specification or as otherwise specified in the Contract Documents.

1. MSDS required for a submittal must be submitted with product date in order for the submittal to be reviewed.

1.11 **OPERATIONS AND MAINTENANCE MANUALS**

A. Submit 2 copies of manufacturers’ operations and maintenance manuals. If necessary, both copies will be marked with Architect’s and/or OCII’s review comments and returned to Contractor for correction until satisfactory information is provided. OCII will retain satisfactorily corrected manuals for its own use.

B. Operations and maintenance manuals shall include the following as appropriate:

1. Installation Instructions
2. Operating instructions
3. Preventive maintenance instructions
4. Cleaning instructions
5. Safety precautions
6. Trouble shooting procedures
7. Theory of operation to discrete component level
8. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc., to discrete component level
9. Parts lists showing all discrete components with part number, current prices and availability
10. List of replaceable supplies; paper, ink, ribbon, etc., with part numbers, current prices and availability
11. Recommended levels of spare parts and supplies to keep on hand
12. Manufacturers’ service and maintenance technical manuals
13. Names, addresses and telephone numbers of service and repair firms for the equipment

C. Manuals shall be the same as are used by manufacturers’ authorized technicians to completely service and repair the equipment.

1.12 COMPUTER PROGRAMS

When any equipment requires operation by computer programs, submit copy of program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program must be Windows compatible. Provide required licenses to OCII at no additional cost.

1.13 PROJECT RECORD DOCUMENTS

Submit one copy of each of the Project Record Documents listed in Section 01770 Contract Closeout.

1.14 DELAY OF SUBMITTALS

Delay of submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late submittals will be assessed to Contractor.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
DIVISION 1 GENERAL SPECIFICATIONS  
SECTION 01410  
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

This section includes regulatory requirements applicable to Contract Documents.

Specific reference in the specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of submission of bids unless the document referenced is shown dated.

Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, a change order detailing and specifying the required work shall be submitted to and approved by the Architect before proceeding with the Work.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing of applicable codes, laws and regulations for hazardous waste abatement work in this Section 01410 is supplied to Contractor as a courtesy and shall not limit Contractor’s responsibility for complying with all applicable laws, regulations or ordinances having application to the Work.

B. Contract Documents shall conform to referenced codes, laws, ordinances, rules and regulations.

C. Precedence:

1. To the greatest extent possible consistent with Federal law, Contractor shall follow OCII policies. Where any conflicts exist between applicable State, OCII, or other local laws, regulations and standards and EDA/Federal requirements included in the “Supplemental General Conditions”, EDA “Supplemental General Conditions” shall take precedence. EDA “Supplemental General Conditions” shall take precedence over the OCII General and Supplementary Conditions of the Contract. EDA “Supplemental General Conditions” must be attached to all contracts and subcontracts related to the rehabilitation of Building 101 Phase 1 Improvements.

2. Where Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Plans and Specifications shall take precedence so long as such increase is legal.

3. Where no requirements are identified on Plans or in Specifications, Contractor shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.03 CODES

Codes that apply to Contract Documents include, but are not limited to, the following:

A. Cal. Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
B. Cal. Electrical Code (Part 3, Title 24, C.C.R.)
C. Cal. Mechanical Code (Part 4, Title 24, C.C.R.)
D. Cal. Plumbing Code (Part 5, Title 24, C.C.R.)
E. State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
F. City and County of San Francisco 1998 Building, Electrical, Housing, Mechanical and Plumbing Codes
G. Uniform Building Code
H. Uniform Plumbing Code
I. Uniform Mechanical Code
J. National Electrical Code

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

B. Federal

1. Americans With Disabilities Act of 1990 CADAI
2. 29 CFR, Section 1910.1001, Asbestos
3. 40 CFR, Subpart M, National Emission Standards for Asbestos
4. Executive Order 11246, entitled “Equal Employment Opportunity”
5. Copeland “Anti-Kickback” Act (18 USC 874)
6. Davis-Bacon Act (40 USC 276a – a7)
7. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330)
8. Clean Air Act (42 USC 7401 et seq.)
9. Federal Water Pollution Control Act as amended (33 USC 1251 et seq.)

C. State of California

1. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
2. California Public Contract Code
5. California Labor Code
6. California Civil Code
7. California Code of Civil Procedure
8. CPUC General Order 95, Rules for Overhead Electric Line Construction
9. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
10. California Occupational Safety and Health Administration (Cal OSHA)
11. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.

D. State of California Agencies

1. State and Consumer Services Agency
2. Office of the State Fire Marshall
3. Office of Statewide Health Planning and Development

E. Local Agencies:

1. Bay Area Air Quality Management District
2. Office of Community Investment and Infrastructure
3. City of San Francisco
4. County of San Francisco

F. Other Requirements:

2. References on Plans or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

G. Maintain a copy of each of the above documents in Contractor’s field office.
H. Other Applicable Laws, Ordinances and Regulations:

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.

2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.

3. Where such laws, ordinances rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.

1.05 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contracts Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, “CLAIM” means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by OCII. In order to qualify as a CLAIM, the written demand must state that it is a claim submitted under Paragraph 12 of Document 00700 General Conditions and be submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions. Separate claims which total more than $375,000 do not qualify as a “separate demand of $375,000 or less”, as referenced above, and are not subject to this section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a CLAIM under the Contract. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract by submitting a separate claim in compliance with Contract Documents claim submission requirements.

CAUTION: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. PROCEDURE

1. The CLAIM must be in writing, submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the CLAIM, pursuant to Paragraph 12.C of Document 00700 General Conditions. CLAIMS must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Paragraph 12 of Document 00700 General Conditions or elsewhere in the Contract Documents.

2. For CLAIMS of fifty thousand dollars ($50,000) or less
   a. OCII shall respond in writing within forty-five (45) days of receipt of the CLAIM, or
   b. OCII may request in writing within thirty (30) days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims OCII may have against Claimant.

   1. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of OCII and claimant.

   2. OCII’s written response to the CLAIM, as further documented, shall be submitted to claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
3. For CLAIMS over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000:
   a. OCII shall respond in writing within sixty (60) days of receipt of the CLAIM, or
   b. OCII may request in writing within thirty (30) days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims OCII may have against claimant.

      1. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of OCII and claimant;
      2. OCII’s written response to the CLAIM, as further documented, shall be submitted to claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

4. Meet and Confer

   a. If Claimant disputes OCII’s written response, or OCII fails to respond within the time prescribed above, Claimant shall notify OCII in writing, either fifteen (15) days of receipt of OCII’s response or within fifteen (15) days of OCII’s failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand OCII will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

   b. Following the meet and confer conference, if the CLAIM or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits his or her written claim as set forth at Paragraph 12 of Document 00700 General Conditions, until the time that CLAIM is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.06 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. This section includes regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

B. This section supplements Section 01410 Regulatory Requirements and the work specific listings of applicable regulatory requirements elsewhere in the specifications.

C. Related Sections.

1. Section 01410: Regulatory Requirements.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor’s responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.

B. Contractor’s work shall conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.03 LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.

B. Federal:

1. Statutory Requirements:

   g. Clean Air Act, section 112, 42 U.S.C. §7412

2. Environmental Protection Agency (EPA):
SHIPYARD ART INSTALLATION PROJECT / CONTRACT HPS 01-14

a. 40 C.F.R. Parts 260, 264, 265, 268, 270
b. 40 C.F.R. Parts 258 et seq.
c. 40 C.F.R. Part 761
d. 40 C.F.R. Parts 122-124

3. Occupational Safety and Health Administration (OSHA):

b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763

4. Department of Transportation:

a. Title 49 C.F.R. 173.1090
b. Title 49 C.F.R. 172
c. Title 49 C.F.R. 173
d. DOT, HM 181 and MH126f

C. State of California Requirements:

1. Statutory Law:

b. Health and Safety Code § 25359.4
e. Health and Safety Code §§25915-25924
f. Cal. Labor Code Chapter 6, including, without limitation, §§ 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
g. Business and Professions Code, including without limitation, §§7058.5, 7065.01, 7118.5.

2. Administrative Code and Regulations:

a. Title 22 C.C.R. Division 4.5, Environmental Health Standards for the Management of Hazardous Waste § 6600 et seq.
b. Cal OSHA Worker Protection Standards, Title 8 C.C.R. §§1529, 5208
c. Title 8 C.C.R. §1532.1, Lead in Construction
d. Title 23 C.C.R. §2610 et seq.

3. Regional Agency Requirements:

a. Bay Area Air Quality Management District, Fugitive Dust Rules
b. Bay Area Air Quality Management District Regulation 11-2-303
c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)

4. Local Agency Requirements:

a. City of San Francisco Fire Department
b. City and County of San Francisco Ordinances

1.04 PERMITS

A. Contractor shall comply with, implement and acknowledge effectiveness of all the permits applicable to Work, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
DIVISION 1 GENERAL SPECIFICATIONS

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. This section includes reference standards, abbreviations, symbols and definitions used in Contract Documents.

B. Full titles and edition dates are given in this section for standards cited in other sections of Specifications.

C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.

D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, because manufacturers and trades involved are assumed to be familiar with their requirements.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once by submitting a Request for Information to OCII, with a copy to Architect, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by OCII.

C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, Construction Change Directive or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OCII, Contractor, or Architect, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to OCII, Architect, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. Contractor shall comply with the applicable portions of standards and specifications published by the technical societies, institutions, associates and governmental agencies referred to in Specifications.
E. Contractor shall comply with referenced standards and specifications latest revision in effect at the time the Agreement is executed, unless otherwise identified by date. As an exception, Contractor shall comply with issues in effect as listed in governing legal requirements.

F. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in Plans or in Specifications, Contractor shall provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.

G. Jobsite Copies:
   1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on Plans and in Specifications in order to properly execute the Work.
   2. At a minimum, the following shall be readily available at the site:
      b. State Codes: California Code of Regulations, Division of Industrial Safety regulations.
      c. Safety Codes: State of California, Division of Industrial Safety regulations.
      e. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
      f. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Specifications.
      g. Research Reports: ICBO Research Reports and CABO National Evaluation Service Reports (NER) for all products used.

H. Edition Date of References:
   1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the Agreement.
   2. All amendments, changes, errata and supplements as of the effective date shall be included.

I. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that Contractor is familiar with and has access to these nationally-and industry-recognized specifications and standards.

1.03 STANDARDS

A. ACI (American Concrete Institute)
   Standard 318, Building Code Requirements for Reinforced Concrete

B. AISC (American Institute of Steel Construction)
   Specifications and Code of Standard Practice for Steel Buildings and Bridges
C. ANSI (American National Standards Institute, formerly American Standards Association)
   Standard C2, NESC (National Electrical Safety Code)

D. ASTM (American Society for Testing and Materials)
   1. C31, Making and Curing Concrete Test Specimens in the Field
   2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
   3. C143, Test Method for Slump of Portland Cement Concrete

E. IAPMO (International Association of Plumbing and Mechanical Officials)
   1. UMC (Uniform Mechanical Code)
   2. UPC (Uniform Plumbing Code)

The minimum building standards applicable to public schools are set forth in Parts 4 (California Mechanical Code) and 5 (California Plumbing Code)

F. ICBO (International Conference of Building Officials)
   1. UBC (Uniform Building Code)
      The minimum building standards applicable to public schools are set forth in Parts 2 (California Building Code), 3 (California Electrical Code), 4 (California Mechanical Code), 5 (California Plumbing Code) and 7 (State Elevator Safety Regulations)
   2. UBC Standard 26-8, Welding Reinforcing Steel, Sheet Metal inserts and Connections in Reinforced Concrete Construction
   3. UBC Standard 26-10, Concrete Tests
   4. UFC (Uniform Fire Code)

G. NEMA (National Electric Manufacturer’s Association)

H. NFPA (National Fire Protection Association)
   1. Pamphlet 1, Fire Prevention Code
   2. Pamphlet 13, Sprinkler Systems, Installation
   3. Pamphlet 24, Private Fire Service Mains
   4. Pamphlet 70, NEC (National Electric Code)
   5. Pamphlet 71, Signaling Systems, Central Station
   6. Pamphlet 80, Fire Doors and Windows

I. UL (Underwriters’ Laboratories, Inc.)

1.04 ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

   AA  Aluminum Association
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
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<tr>
<td>AAMA</td>
<td>Architectural Aluminum Manufacturers Association</td>
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<tr>
<td>AAP</td>
<td>Affirmative Action Program</td>
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<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<tr>
<td>ABMA</td>
<td>American Boiler Manufacturers Association</td>
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<tr>
<td>ABPA</td>
<td>American Board Products Association</td>
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<td>ACI</td>
<td>American Concrete Institute</td>
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<td>AGA</td>
<td>American Gas Association</td>
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<td>AISC</td>
<td>American Institute of Steel Construction</td>
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<td>AISI</td>
<td>American Iron and Steel Institute</td>
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<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute (formerly American Standards Association)</td>
</tr>
<tr>
<td>AMCA</td>
<td>Air Moving and Conditioning Association, Inc.</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
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<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<td>ARI</td>
<td>Air Conditioning and Refrigeration Institute</td>
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<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigeration and Air Conditioning Engineers</td>
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<tr>
<td>ASI</td>
<td>Architect’s Supplemental Instructions</td>
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<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>AWCI</td>
<td>Association of the Wall and Ceiling Industries</td>
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<td>AWPA</td>
<td>American Wood Preserves Association</td>
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<td>AWPB</td>
<td>American Wood Preservers Bureau</td>
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<td>AWS</td>
<td>American Welding Society</td>
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<td>AWWA</td>
<td>American Water Works Association</td>
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<td>BIL</td>
<td>Basic Insulation Level</td>
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<td>Cal/OSHA</td>
<td>California Occupational Safety and Health Administration</td>
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<td>CCD</td>
<td>Construction Change Directive</td>
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<td>CCR</td>
<td>California Code of Regulations</td>
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<td>CFR</td>
<td>Code of Federal Regulations</td>
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<td>CISPI</td>
<td>Cast Iron Soil Pipe Institute</td>
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<td>CLMFI</td>
<td>Chain Link Manufacturers Institute</td>
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<td>CO</td>
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<td>CPM</td>
<td>Critical Path Method</td>
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<td>CPUC</td>
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<td>CRA</td>
<td>California Redwood Association</td>
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<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>CS</td>
<td>Commercial Standards, U.S. Department of Commerce</td>
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<td>CTI</td>
<td>Ceramic Tile Institute</td>
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<td>DHI</td>
<td>Door and Hardware Institute</td>
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<td>FGMA</td>
<td>Flat Glass Marketing Association</td>
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<td>Heating, Ventilating and Air Conditioning</td>
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<td>IACS</td>
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<td>International Conference of Building Officials</td>
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<td>I.D.</td>
<td>Identification</td>
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<td>Institute of Electrical and Electronic Engineers, Inc.</td>
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<td>Illuminating Engineering Society</td>
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<td>Joint Apprenticeship Training Committee</td>
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<td>Joint Venture</td>
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<td>Minority Business Enterprise</td>
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<td>M.I.</td>
<td>Middle Initial</td>
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MIA Masonry Institute of America
MIA Marble Institute of America
ml milliliter
MLSFA Metal Lath/Steel Framing Association
mm millimeter
MS Military Specifications
MSS Manufacturers Standardization Society of the Valve & Fitting Industry
M/WBE Minority and Woman-Owned Business Enterprise
NAAMM National Association of Architectural Manufacturers
NBS National Bureau of Standards
NEC National Electric Code
NEMA National Electric Manufacturer’s Association
NESC National Electrical Safety Code
NFPA National Fire Protection Association
NFPA National Forest Products Association
NOFMA National Oak Flooring Manufacturers Association
NSF National Sanitation Foundation
NTMA National Terrazzo & Mosaic Association
NWWDA National Wood Windows and Doors Association
OSA Division of State Architect (formerly known as the Office of the State Architect)
PCA Cityland Cement Association
PCI Prestressed Concrete Institute
PDI Plumbing and Drainage Institute
PM Preventive Maintenance
PR Proposal Request
PS Product Standard, U. S. Department of Commerce
RFI Request for Information
RFS Request for Substitution
RIS Redwood Inspection Service
SDI Steel Deck Institute
SFM State of California, Office of State Fire Marshal
SIGMA Sealed Insulating Glass Manufacturers Association
SIJ Steel Joint Institute
SMACNA Sheet Metal and Air Conditioning Contractors National Association
SPIB Southern Pine Inspection Bureau
SSPC Steel Structures Painting Council
SWI Steel Window Institute
TCA Tile Council of America
UBC Uniform Building Code
UL Underwriters’ Laboratories, Inc.
UMC Uniform Mechanical Code
UPC Uniform Plumbing Code
WCLIB West Coast Lumber Inspection Bureau
WIC Woodwork Institute of California
WHI Warnock Hersey International
WWPA Western Wood Products Association

B. ABBREVIATIONS IN SPECIFICATIONS

accord accordance
Co. Company
Corp. Corporation
cu. cubic
Div. Division
dia. diameter
ft. foot (feet)
gal. gallon (gallons)
hour
C. ABBREVIATIONS IN DRAWINGS

Additional abbreviations, used only on drawings, are listed thereon.

1.05 SYMBOLS

A. SYMBOLS IN SPECIFICATIONS

:        “shall be” or “shall” - where used within sentences or paragraphs
#1       number
1#       pound
&        and
%        percent
C.       Centigrade
F.       Fahrenheit
’        degree
/        per, except where used to combine words; example: power/fuel.
“        inch (inches)
’        foot (feet)
@        at

B. SYMBOLS IN DRAWINGS

Symbols, used only on Drawings, are shown thereon.

1.06 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning set forth below. Defined terms shall generally be capitalized in the Contract Documents.

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.

AGREEMENT (Document 00520): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between OCII and Contractor and by reference incorporates Conditions of Contract, Plans, Specifications and contains Addenda and all Modifications subsequent to execution of Contract.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by OCII.

APPROVED EQUAL: Approved in writing by OCII as being of equivalent quality, utility and appearance.

ARCHITECT: The person holding a valid California State Architect’s license, whose firm has been designated within
the Contract Documents as Architect to provide architectural services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to OCII. The term Architect shall be construed to include all his or her consultants retained for the Project, as well as Architect’s employees. When the designated Architect is an employee of OCII, Architect’s authorized representatives on the Project will be included under the term Architect.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: One who submits a Bid.

BID DOCUMENTS: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 Table of Contents), including documents supplied for bidding purposes only and Contract Documents.

BY OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE: Work that will be performed by OCII or its agents at the OCII’s expense.

BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by OCII, other contractors, or other means.

CHANGE ORDER: A written instrument prepared by OCII and signed by OCII and Contractor, stating their agreement upon all of the following:

a. a change in the Work,

b. the amount of the adjustment in the Contract Sum, if any, and

c. the amount of the adjustment in the Contract Time, if any.

CODE INSPECTOR: A local or state agency responsible for the enforcement of applicable codes and regulations. This includes, without limitation: Port of San Francisco; City of San Francisco Building Division of Permits and Resources Management Department; City of San Francisco Public Works Department; City of San Francisco Fire Department; and City of San Francisco Utilities Department.

CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.

CONSTRUCTION CHANGE DIRECTIVE: A written order prepared by OCII with assistance from Architect and signed by OCII, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

CONTRACT CONDITIONS: Consists of two parts: General Conditions and Supplementary Conditions.

a. General Conditions are general clauses that are common to the OCII Contracts.

b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.

CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00520 Agreement, plus all changes, addenda and modifications thereto.

CONTRACT MODIFICATION: Either:

a. a written amendment to Contract signed by Contractor and OCII; or

b. a Change Order; or
c. a Construction Change Directive; or
c. a written directive for a minor change in the Work issued by OCII.

CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by OCII to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.

CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve Substantial Completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term “Contractor” means the Contractor or its authorized representative.

CONTRACTOR’S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

DAY: One calendar day, unless the word “day” is specifically modified to the contrary.

DESIGNATED CONTRACTOR is defined in Document 00450 Statement of Work.

DEFECTIVE: An adjective which, when modifying the word “Work”, refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by OCII). OCII is the judge of whether Work is defective.

DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

ENGINEER: The person holding a valid California State Engineer’s license, whose firm has been designated within the Contract Documents as Engineer to provide engineering services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to OCII. The term Engineer shall be construed to include all his or her consultants retained for the Project, as well as Engineer’s employees. When the designated Engineer is an employee of OCII, Engineer’s authorized representatives on the Project will be included under the term Engineer.

EQUAL: Equal in opinion of OCII. Burden of proof of equality is responsibility of Contractor.

EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

FINAL ACCEPTANCE or FINAL COMPLETION: OCII’s acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:

a. All Systems having been tested and accepted as having met requirements of Contract Documents.
b. All required instructions and training sessions having been given by Contractor.
c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by OCII and Architect and accepted by OCII.
d. All punch list work, as directed by OCII, having been completed by Contractor.
e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of OCII.

FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

FURNISH: Supply only, do not install.

INDICATED: Shown or noted on the Drawings.

INSTALL: Install or apply only, do not furnish.

LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

NOTICE OF COMPLETION: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

OFF SITE: Outside geographical location of the Project.

OWNER: The Office of Community Investment and Infrastructure (“OCII”).

PROGRESS REPORT: A periodic report submitted by Contractor to OCII with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Section 01320 Progress Schedules and Reports of Document 00700 General Conditions.

PROJECT: Total construction of which Work performed under this Contract may be whole or part.

PROJECT INSPECTOR: A person engaged by OCII to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to OCII.


PROVIDE: Furnish and install.

REQUEST FOR INFORMATION (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for OCII and Architect to submit Contract Document clarifications or supplements to Contractor.

REQUEST FOR SUBSTITUTION (“RFS”): A document prepared by Contractor requesting substitution of materials as and to the extent permitted in Contract Documents.

RFI-REPLY: A document consisting of supplementary details, instructions or information issued by OCII or Architect which clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI- Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by OCII. RFI- Replies will
be issued through the RFI administrative system.

SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE or OCII: The Office of Community Investment and Infrastructure.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by OCII at its cost for installation by Contractor at its cost under this Contract.

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE REPRESENTATIVE(S): The person or persons assigned by OCII to be OCII’s agent(s) at the Site.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to Contract.

SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 1 through 16. (If a Division 17 is used, then it is considered as part of the Specifications.)

SPECIFIED: As written in Specifications.

SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. 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.

SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of OCII and/or Architect as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment is evidenced by written recommendation of OCII and/or Architect for final payment. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Architect, approved by OCII, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.

TESTING AND SPECIAL INSPECTION AGENCY: An independent entity engaged by OCII to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, chemicals, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Plans.
and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work”, it shall be understood to have its ordinary and customary meaning.

B. Wherever words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood that direction, requirements, or permission of OCII is intended. Words “sufficient”, “necessary”, “proper”, and the like shall mean sufficient, necessary or proper in judgement of OCII. Words “approved”, “acceptable”, “satisfactory”, “favorably reviewed” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by OCII.

C. Wherever the word “may” is used, the action to which it refers is discretionary. Wherever the word “shall” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
DIVISION 1 GENERAL SPECIFICATIONS

SECTION 01450

TESTING AND INSPECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Regulatory requirements for testing and inspection.
B. Contractor’s quality control.
C. Quality of the Work.
D. Inspections and tests by governing authorities.
E. Inspections and tests by serving utilities.
F. Inspections and tests by manufacturer’s representatives.
G. Inspections by Independent Testing and Inspection Agency.

1.02 RELATED SECTIONS

Section 01410 Regulatory Requirements: Compliance with applicable codes, ordinances and standards.
[Section 01411 Regulatory Requirements for Hazardous Materials: Compliance with applicable codes, ordinances and standards.]

1.03 CONTRACTOR’S QUALITY CONTROL

A. Contractor’s Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of Plans and Specifications by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.

B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Plans and Specifications, including, by reference, all codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type.

C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.04 QUALITY OF THE WORK

A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.

B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.

C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by OCII.

D. Standards and Code Compliance and Manufacturer’s Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer’s instructions and recommendations, reference
standards and building code research report requirements in preparing, fabricating erecting, installing, applying, connecting and finishing Work.

E. Deviations from Standards and Code Compliance and Manufacturer’s Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer’s product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

F. Verification of Quality: Work shall be subject to verification of quality by OCII or Architect in accordance with provisions of the Contract Documents.

1. Contractor shall cooperate by making Work available for inspection by OCII, Architect or their designated representatives.
2. Such verification may include mill, plant, shop, or field inspection as required.
3. Contractor shall provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
4. Contractor shall provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by OCII or Architect.
5. Applicable provisions of the Contract Documents shall govern Contract modifications, if any, resulting from such verification activities.

G. Observations by Architect’s Consultants: Periodic and occasional observations of Work in progress will be made by Architect and Architect’s consultants as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test and Observation: Neither employment of independent testing and inspection agency nor observations by Architect and Architect’s consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. Architect’s Acceptance and Rejection of Work: Architect reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.

J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Non-Conforming Work: Acceptance of nonconforming Work, without specific written acknowledgement and approval of the OCII, shall not relieve the Contractor of the obligation to correct such Work.

L. Contract Adjustment for Non-Conforming Work: Should Architect or OCII determine that it is not feasible or in OCII’s interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between OCII and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions.

M. Non-Responsibility for Non-Conforming Work: Architect and Architect’s consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

1.05 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for testing and Inspection: Comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.

B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
1. Such authorities include Port of San Francisco, Public Works Department, Fire Department, and similar agencies.

2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor’s responsibility.

1.06 INSPECTIONS AND TESTS BY SERVING UTILITIES

A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor’s responsibility.

1.07 INSPECTIONS AND TESTS BY MANUFACTURER’S REPRESENTATIVES

A. Inspections and Tests by Manufacturer’s Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.08 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

A. OCII will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Plans, in Specifications and as required by governing authorities having jurisdiction.

B. Responsibility for payment for tests and inspections shall be as indicated in schedule below. All time and costs for Contractor’s service related to such tests and inspections shall be included in Contract Time and Contract Sum.

C. Contractor shall notify OCII on inspection request form provided by OCII and, if directed by OCII, testing and inspection agency, when Work is ready for specified tests and inspections. This written notification should be delivered at least 24 hours before the requested inspection date.

D. Contractor shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:

1. Contractor’s failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.

2. Changes in sources, lots or suppliers of products after original tests or inspections.

3. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.

4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.

5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.

E. Tests and special inspections to be paid by the OCII shall include the following: see technical specifications section for further information.

F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to OCII, who will distribute copies to Architect, Contractor and any agency having jurisdiction (if required by Code).

1. Reports shall clearly identify the following:

   a. Date issued.
   b. Project name and number.
   c. Identification of product and Specifications Section in which Work is specified.
   d. Name of inspector.
   e. Date and time of sampling or inspection.
f. Location in Project where sampling or inspection was conducted.
g. Type of inspection or test.
h. Date of test.
i. Results of tests.
j. Comments concerning conformance with Contract Documents and other requirements.

2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.

3. Samples taken but not tested shall be reported.

4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.

5. When requested, testing and inspection agency shall provide interpretations of test results.

G. Contractor Responsibilities in Inspections and Tests:

1. Contractor shall notify OCII 24 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor’s inspection request form provided by OCII. When tests or inspections cannot be performed after such notice, reimburse OCII for Testing Laboratory personnel and travel expenses incurred due to Contractor’s negligence.

2. Contractor shall deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.

3. Contractor shall cooperate with testing and inspection agency personnel, OCII’s field representative, Architect and Architect’s consultants. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.

4. Contractor shall provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.

5. Contractor shall provide, at least fifteen (15) days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.09 ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by the Testing Laboratory reveal that materials do not comply with Contract Documents, or if Architect has reasonable doubt that materials do not comply with Contract Documents, Contractor shall conduct additional tests and inspections directed by OCII.

1. If additional tests and inspections establish that materials comply with Contract Documents, OCII shall pay all costs for such tests and inspections.

2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.

3. If Work requiring inspection is covered by follow-on work before it is inspected, Contractor shall uncover work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

END OF SECTION
REVISED DUST CONTROL PLAN
PARCEL A PHASE I DEVELOPMENT
HUNTERS POINT SHIPYARD
SAN FRANCISCO, CALIFORNIA

Prepared for
HPS Development Co., LP
Lennar Urban
1 California Street, Suite 2700
San Francisco, California 94111

Prepared by
Geosyntec consultants
1111 Broadway, 6th Floor
Oakland, California 94607

Project Number WR1366
11 December 2013
Revised Dust Control Plan
Parcel A Phase I Development
Hunters Point Shipyard
San Francisco, California

Prepared by
Geosyntec Consultants, Inc.
1111 Broadway, 6th Floor
Oakland, California 94607

Randolph C. Brandt, PG
Principal

Project Number: WR1366
13 December 2013
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## ACRONYMS AND ABBREVIATIONS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tr>
<td>APCO</td>
<td>Air Pollution Control Officer</td>
</tr>
<tr>
<td>ATCM</td>
<td>Asbestos Airborne Toxic Control Measure</td>
</tr>
<tr>
<td>BAAQMD</td>
<td>Bay Area Air Quality Management District</td>
</tr>
<tr>
<td>BMP</td>
<td>best management practice</td>
</tr>
<tr>
<td>CCR</td>
<td>California Code of Regulations</td>
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<tr>
<td>DTSC</td>
<td>Department of Toxic Substance Control</td>
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<tr>
<td>EHS</td>
<td>Environmental Health Section</td>
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<tr>
<td>EIR</td>
<td>Final Environmental Impact Report</td>
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<tr>
<td>HEPA</td>
<td>high-efficiency particulate air</td>
</tr>
<tr>
<td>HPS</td>
<td>Hunters Point Shipyard</td>
</tr>
<tr>
<td>km/hr</td>
<td>kilometers per hour</td>
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<tr>
<td>mph</td>
<td>miles per hour</td>
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<tr>
<td>PM-10</td>
<td>Particulate Matter (on the order of ~10 micrometers or less)</td>
</tr>
<tr>
<td>RACM</td>
<td>regulated asbestos-containing material</td>
</tr>
<tr>
<td>ROD</td>
<td>Record of Decision</td>
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<tr>
<td>RWQCB</td>
<td>Regional Water Quality Control Board</td>
</tr>
<tr>
<td>SFDPH</td>
<td>San Francisco Department of Public Health</td>
</tr>
<tr>
<td>SWPPP</td>
<td>Storm Water Pollution Prevention Plan</td>
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<tr>
<td>USEPA</td>
<td>United States Environmental Protection Agency</td>
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1. INTRODUCTION

This Revised Dust Control Plan (Revised DCP) has been prepared and submitted by Geosyntec Consultants, Inc. (Geosyntec) under contract to and on behalf of HPS Development Co., LP (HPS Development) as part of the planning process for proposed site development activities at the Hunters Point Shipyard (HPS) Parcel A (the Site) in San Francisco, California. Parcel A is located along the northern portion of the former HPS and comprises 75 total acres that is made up of two non-contiguous sub-parcels. The first, commonly referred to as the Hilltop Parcel, contains active development areas as well as adjoining areas that contain existing buildings 101, 110 and 808. The second, referred to as the Hillside Parcel, contains future development parcels. The Hilltop parcel is 56 acres and the Hillside Parcel is 19 acres. The Site is depicted on Figure 1. To date, HPS Development has completed demolition of former structures on both the Hilltop and Hillside Parcels, executed a mass grading and retaining wall installation project and has completed construction of the backbone infrastructure that will support future development of the Site. The Hilltop parcel is currently undergoing vertical development.

1.1 Document Objective

Since the initial preparation of the project DCP, several aspects of the project and regulatory environment have changed. In response, this 2013 Revision to the DCP was prepared to:

- Update the regulatory background section of the document with information about updated approvals and changes in the regulatory framework that have occurred over the past several years; and
- Update air monitoring requirements based on six years of implementation and analysis of air monitoring data that have been collected during previous demolition and construction activities at Parcel A.

This Revised DCP has been prepared in accordance with the requirements established in Article 31 of the City and County of San Francisco Health Code and the corresponding Implementing Regulations and certain Bay Area Air Quality Management District (BAAQMD) regulations often applicable to redevelopment activities, as further described herein. This plan addresses dust control measures that will be implemented during soil disturbing activities.
Pursuant to Article 31, this plan only applies to dust control associated with soil disturbing activities on Parcel A. In accordance with the requirements of Article 31, this plan was prepared under the supervision of a professional geologist registered in the State of California.

1.2 **Regulatory Basis**

The Hunters Point Shipyard Reuse Final Environmental Impact Report 2000 (FEIR 2000) includes mitigation measures requiring actions that will reduce or eliminate adverse environmental impacts during development of Parcel A. These mitigation measures were adopted in a Mitigation Monitoring and Reporting Program, dated 19 January 2000. The Disposition and Development Agreement incorporates Final EIR mitigation measures that are relevant for Phase I development on Parcel A and includes the commitments for implementing mitigation measures set forth in Section 20 of the Disposition and Development Agreement and in the EIR Addendum, dated 19 November 2003.

In the summer of 2010, the City certified the Candlestick Point-Hunters Point Shipyard Phase II Project Final Environmental Impact Report 2010 (CP-HPS Phase II FEIR 2010), which includes mitigation measures to be implemented during development of some portions of Parcel A on the southern edge of Parcel A-1 Hilltop. These mitigation measures were adopted in the Mitigation Monitoring and Reporting Program, dated July 2010.

The applicable mitigation measures for dust control from FEIR 2000 and CP-HPS Phase II FEIR 2010 and the requirement to comply with them were incorporated into the amendments to the San Francisco Health Code Article 31 and corresponding Implementing Regulations that were adopted by the Board of Supervisors in the summer of 2010. Submittal of this Revised DCP and approval by the San Francisco Department of Public Health (SFDPH) is intended to meet the applicable requirements of Article 31 and the Implementing Regulations. SFDPH approval of this plan will also meet applicable requirements of San Francisco Health Code Article 22B.

This Revised DCP specifically identifies the Best Management Practices (BMPs) that will be implemented to reduce air particulate emissions resulting from soil disturbance or excavation associated with grading, utility work, construction of site infrastructure, and foundation construction. This plan also includes monitoring and reporting requirements.
This Revised DCP incorporates requirements of the following applicable codes and regulations:

- California Code of Regulations (CCR) Title 17, Section 93105, the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations;
- Bay Area Air Quality Management District (BAAQMD) Regulation 2, Permits;
- BAAQMD Regulation 6, Particulate Matter and Visible Emissions;
- BAAQMD Regulation 11, Rule 14, Asbestos Containing Serpentine;
- City and County of San Francisco Building Code Section 106A.3.2.6, Construction Dust Control;
- City and County of San Francisco Health Code Article 22B;
- City and County of San Francisco Health Code Article 31 and Implementing Regulations;
- City and County of San Francisco Order Number 171,378;
- FEIR 2000 Mitigation Measure 2.B: Construction PM10;
- FEIR 2000 Mitigation Measure 8.A: Handling Naturally Occurring Asbestos during Construction; and

Collectively, these regulations and Mitigation Measures specify a goal of “no visible dust” emissions from the Site and outline BMPs required to meet this goal.

Because the Site is within an area that could contain naturally occurring asbestos in the soil and serpentine rock, CCR Title 17, Section 93105 (ATCM) and BAAQMD Regulation 11, Rule 14 apply to ground disturbing activities at the Site. ATCM includes, among other things, the requirement for submission of an Asbestos Dust Mitigation Plan for BAAQMD approval prior to grading activities. The ATCM also includes very specific practices to be implemented during construction. Mitigation Measure 8.A also provides BMPs for handling serpentine material, and BAAQMD Regulation 11, Rule 14 prohibits the use or sale of asbestos-containing serpentine materials for road surfacing.
Contractors selected to perform construction will be responsible for obtaining applicable permits and strictly complying with permit conditions as described in the project specifications.
2. BACKGROUND

2.1 Site Description

Parcel A, as set forth in the Quitclaim Deeds for the Hilltop Parcel and the Hillside Parcel of the Hunters Point Shipyard, both recorded on 3 December 2004, together consist of approximately 75 acres and both are located in the northern portion of the HPS. The Hilltop Parcel (56 acres) is located on a topographic high relative to the surrounding portions of the former Hunters Point Shipyard. To the east of the Hilltop is Parcel B. To the southeast is UC-2 and Parcel C. To the south are Parcel D-1 and Parcel G. To the west are Parcels E and E-2. Existing residential neighborhoods border the Hilltop Parcel on the north.

The Hillside Parcel (19 acres) is also located on a topographic high relative to the surrounding portions of the former Hunters Point Shipyard. To the north, east and west of the Hillside are existing residential neighborhoods. To the west is Parcel E-2.

Historically, the dominant land use of Parcel A was residential and non-industrial. The Navy-owned residential structures were demolished prior to Site grading and backbone infrastructure construction. During the mass grading phase of the project, vertically-oriented concrete block keystone retaining walls were installed and newly graded slopes on both the Hilltop and Hillside Parcels were seeded to achieve a vegetative cover. During the utility installation phase of the project, concrete road base and curb and gutter were installed across all areas of the Hilltop Parcel. The portion of the Hilltop Parcel bordering Donahue Street includes sidewalk installation. At the Hillside Parcel utility installation is partially complete. At the conclusion of utility installations, the entire Site was stabilized by a combination of hardscape (i.e., future roads, retaining walls, curb, gutter and portions of sidewalk) and a vegetative cover.

Figure 1 presents the Parcel locations and sensitive receptors within 1000 feet.

2.2 Site History

The United States Department of the Navy (Navy) acquired the title to the land known as HPS in 1940 and began developing its shipyard activities, including shipbuilding, repair, and maintenance. Buildings at HPS included office and commercial buildings such as facilities for warehousing, fuel storage and distribution, and machining and metal fabrication. Between 1976 (the point at which the Navy ceased its operations) and
1986, the Navy leased most of HPS to a private ship-repair company, which conducted activities similar to the Navy’s.

HPS has been divided into twelve parcels (Parcels A, B, C, D-1, D-2, E, E-2, F, G, UC-1, UC-2 and UC-3) for purposes of remediation. Multiple investigations have been performed at HPS for over 20 years. Between 1984 and 1993, initial preliminary assessments were conducted facility-wide at HPS. Based on the results of these initial preliminary assessments, subsequent preliminary assessments were performed within Parcel A to further evaluate possible sites for inclusion in the Parcel A remedial investigation program.

In 1995, the Navy performed a remedial investigation of Parcel A to characterize the nature and extent of chemical contamination in the parcel. The United States Environmental Protection Agency (USEPA), the Department of Toxic Substance Control (DTSC), and Regional Water Quality Control Board (RWQCB) participated and were consulted throughout the Parcel A remedial investigation process and the development of the Parcel A Record of Decision (ROD). USEPA concurred with the findings of the Parcel A investigations on 8 November 1995 and signed the Parcel A ROD on 29 November 1995. The DTSC and RWQCB also concurred and signed the Parcel A ROD on 28 November 1995. The Parcel A ROD approved by the USEPA and co-regulatory agencies is the decision document demonstrating that the Navy has taken all necessary remedial actions to comply with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

A final Finding of Suitability to Transfer Parcel A was signed in January 2001. A revision to the Finding of Suitability to Transfer was completed in March 2002; a second revision was completed in March 2004; and a third revision completed in September 2004. These revisions include a boundary map update for Parcel A, as well as additional information about radiological clearance and other historic activities within Parcel A.

2.3 **Phase I Scope of Work**

Parcel A Phase I work will consist of development of horizontal infrastructure to support later development, parks construction, and vertical construction under the control of HPS Development Co., LP. The Site activities will consist of demolition, site grading, utility system installation, paving, foundation excavation, and vertical construction of housing units and artist studio space.
For purposes of clarity, the following terms and related definitions are used throughout the Revised DCP:

- **Parcel A** – This term comprises both the Hilltop and Hillside Parcels. It is 75 acres in size.
- **Project Area** – An interchangeable term used alongside Parcel A
- **Hilltop Parcel** – 56 acre parcel currently undergoing vertical development. Includes existing buildings 101, 110 and 808.
- **Hillside Parcel** – 19 acre parcel currently idle and awaiting development (completion of all infrastructure components and vertical development).
- **Development Block** – Both the Hilltop and Hillside Parcels have been broken down into numbered development blocks (e.g., Block 51 within the Hilltop Parcel)
- **Construction Site** – Any area within the Hilltop or Hillside Parcels that is undergoing active construction. This term also includes support/staging areas immediately adjacent to the active construction.
- **Future Street** – Any street within the Hilltop or Hillside Parcel that is either already in place or will be installed via future construction efforts
- **Future Park** – A number of regional and pocket parks are planned at both the Hilltop and Hillside Parcels. Regional parks are larger in size and pocket parks encompass approximately 10,000 square feet and are located immediately adjacent to future Development Blocks.
- **Building 101, 110 and 808** – Remaining buildings on the Hilltop Parcel. Buildings 101 and 110 are occupied by artists or local businesses. Building 808 is currently vacant.

### 2.4 No Visible Dust Goal

The dust control measures set forth in this plan are intended to achieve a goal of no visible dust emissions associated with soil disturbance, movement, or excavation of soil, to the extent required by the applicable regulations identified above.
3. POTENTIAL SOURCES OF EMISSIONS

Planned site activities have the potential to generate particulate emissions in the form of fugitive dust emissions. Possible sources of particulate emissions include:

- Construction Traffic – Movement of construction equipment around unpaved portions of the construction area is capable of creating fugitive dust emissions in excavated or cleared areas. There is also the potential for vehicular traffic on paved or unpaved roads and parking lots to produce fugitive dust emissions.
- Demolition – Demolition of existing above and below grade structures can produce fugitive dust emissions via excavation efforts, vehicular traffic traveling on un-paved portions of the Site and material handling operations.
- Site Preparation and Foundation Work – Grading, excavation of footings and foundations, and backfilling operations can produce both fugitive dust emissions.
- Trenching Activities – Excavation of trenches for the installation of underground utilities can cause fugitive dust emissions.
- Material Stockpiles – Stockpiles of excavated soil from trenching activities may contribute to windborne dust emissions.
- Cleanup and Grading – Backfilling, grading, and re-vegetating of the excavated areas may produce both fugitive dust emissions.
4. GENERAL DUST CONTROL METHODS

While all parties understand that soil disturbance and excavation activities, by their nature, will produce dust, Site controls will be used to mitigate visible dust as it is generated in an effort to achieve the no visible dust goal. This section lists methods for control of fugitive dust generated by soil disturbance or excavation including:

- Dust entrained during on-site travel on paved and unpaved surfaces;
- Dust entrained during site grading, excavation, crushing, demolition, and back-filling at the construction site;
- Dust entrained during aggregate and soil stockpiling, loading, and unloading operations; and
- Wind erosion of areas disturbed during construction activities.

4.1 Visible Dust Monitoring During Site Activities

This section establishes the steps that must be taken toward achieving the goal of no visible dust from soil disturbance or excavation in terms of the amount of time permitted to address visible dust plumes. The criteria in this section apply to an active Construction Site when equipment and personnel are driving on the Site and performing work activities. The “initial observation” starts the clock for the required response measures described below. The “initial observation” is the time any of the following personnel observe visible dust: (a) workers who are disturbing soils or excavating for the permitted activity or (b) any HPS Development Co., LP representative, supervisor, contractor, subcontractor or consultant with responsibility for monitoring the permitted activity including the independent third party.

4.1.1 Visible Dust Crossing the Property Boundary

In the event visible dust from soil disturbance or excavation is observed crossing the property boundary, the following procedures will be followed to ensure adequate mitigation measures are in place to address the dust:

1. The specific source of the emissions will be immediately shut down and a more aggressive application of the existing mitigation measures described in this Section 4 will be directed.
2. Once the mitigation measures have been applied, the source of emissions will resume and observations will be conducted to verify that the mitigation measures were successful.

4.1.2 On-Site Visible Dust

In the event visible dust from soil disturbance or excavation is observed on-site, but does not cross the property boundary, the following procedures will be followed to ensure adequate mitigation measures are in place to address the dust:

1. A more aggressive application of the existing mitigation measures described in this Section 4 or additional methods of dust suppression will be directed to the specific source of emissions within 60 minutes of the initial observation.

2. If despite these more aggressive and/or additional measures the visible dust emissions continue for 90 minutes from the time of the initial observation, the specific source of emissions will be temporarily shut down until the implemented dust control mitigation is effective or, due to changed conditions, no longer necessary.

4.2 Windblown Visible Dust during Inactive Periods

The standards in this section apply on weekends and holidays or any other times when no equipment and personnel are performing work activities at the Construction Site. In the event of observations of windblown visible dust plumes from soils originating on the Construction Site, mitigation measures described in this Section 4 will be directed by the contractor within less than 4 hours of making the observation. Mitigation measures will be applied until the visible dust plumes originating from the Construction Site are minimized or eliminated. Any observations of visible dust originating from the Construction Site during inactive periods should be reported to the HPS Development Hotline at 866-5-Lennar.

4.3 Construction Traffic

4.3.1 Trackout Prevention

Trackout of loose materials will be controlled using gravel pads along with a tire washing/cleaning station installed at the access point from the unpaved portion of the project Site to a paved road to prevent tracking of soil onto public roadways. The
stabilized construction exit (gravel pads) will be installed according to the specifications provided in the Erosion and Sediment Control Plan of the Storm Water Pollution Prevention Plan (SWPPP) for the Site. All vehicle tires will also be inspected and washed as necessary to prevent trackout (at gravel ramps of at least 50 feet long) prior to entering the paved roadways.

4.3.2 Traffic Control

Mitigation measures and BMPs will be followed to control fugitive dust emissions from construction traffic traveling on unpaved portions of the Construction Site and from construction traffic traveling from unpaved to paved portions of the Project Area as described in the following sub-sections.

4.3.2.1 Travel on Unpaved Surfaces

To the extent practicable, travel on unpaved surfaces within the construction Site will be minimized and limited only to necessary construction vehicles. Fugitive dust emissions from construction traffic traveling on unpaved surfaces will be controlled with the following mitigation measures and BMPs:

1. All unpaved roads in the project construction Site will be watered at the start of each work day and prior to the movement of any equipment traveling on the unpaved portions of the active construction Site. All of these same unpaved roads will be watered at the end of the work day. In addition, active unpaved roads will be watered every two hours or frequently enough to maintain moisture conditions adequate to prevent the release of fugitive dust. The frequency of watering can be reduced, as appropriate, during periods of precipitation.

2. Vehicle speeds will be limited to 10 miles per hour (mph) (16 kilometers per hour [km/h]) within the construction Site. Speed limit signs will be posted at the construction Site entrances.

3. Implementation of erosion control measures identified in the Construction SWPPP, will control fugitive dust emissions from public roadways and parking areas.

4. Gravel access pads will be constructed in the temporary stockpile locations. It will be the responsibility of the construction contractor to construct and maintain functional gravel access pads.
5. Personal vehicles will not be parked within unpaved portions of the Site. Personal vehicles may be parked only on temporary graveled or paved parking areas.

6. To the extent possible, construction work vehicles (e.g. pick-up trucks) will park on paved or graveled areas within the site to avoid driving in unpaved areas.

4.3.2.2 Travel on Paved Surfaces

The following mitigation measures will be followed to control fugitive dust emissions from construction traffic traveling on paved surfaces:

1. The main access and egress routes to the construction Site, which will be used by construction employees and delivery trucks, will be paved prior to the initiation of construction.

2. No construction vehicles will be allowed to enter or exit the unpaved portions of the Construction Site except through a treated exit (gravel pad and vehicle brush/wash station). Gravel pads will be installed at all unpaved area access/egress points to prevent tracking of soil on to public roadways. Wheel brushing stations will be constructed and used if track-out cannot be prevented by the gravel pad only. The wheel brushing stations will be upgraded to wheel washing stations if necessary to prevent track-out.

3. Construction areas adjacent to and above grade from any paved roadway will be treated with BMPs, as specified in the Construction SWPPP.

4. Any visible track-out on a paved road at any location where vehicles exit the Construction Site must be removed. If visible trackout is noted, removal must be done using wet sweeping, a high-efficiency particulate air (HEPA) filter-equipped vacuum device or other effective means of removing the trackout. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.

5. All paved roads within or adjacent to the Construction Site will be swept twice daily with a wet sweeper if the roads were used by any construction vehicles that day or if there is evidence of visible dust (windblown or otherwise).
4.3.2.3 Additional Mitigation Measures for Traffic Control

If any of the above mitigation measures listed in Sections 4.1.2.1 through 4.1.2.2 fail to properly control fugitive dust emissions, one or more of the following reasonably available control measures will be applied:

1. Unpaved roads within active portions of the construction Site will be watered or treated with dust control solutions to minimize the generation of visible dust due to wind and vehicle traffic. If watering is the chosen method, it will occur every two hours and at the end of the day. If another liquid suppressant is chosen, then the manufacturer’s application instructions will be followed.

2. Paved portions of the Construction Site will be swept at least twice daily with a wet sweeper and more frequently as necessary to control windblown dust and dust generated by vehicle traffic. Streets adjacent to the Construction Site will be swept as necessary to remove accumulated dust and soil. Water may also be applied to the paved roads if necessary to control fugitive dust.

3. Physical or chemical stabilization will be applied to control dust on unpaved roads if necessary.

4. Gravel, re-crushed/recycled asphalt or other material with low fines content (less than 5 percent) will be applied at a thickness of 3 or more inches, if necessary. Serpentine-containing material will not be used for this purpose.

5. Vehicle trips on unpaved surfaces will be reduced.

4.3.3 Off-Site Transport

All vehicles that are used to transport solid bulk material and that have the potential to cause visible fugitive dust emissions will be covered with a tarp cover, or the materials will be sufficiently wetted and loaded onto the trucks in a manner to provide at least 1 foot of freeboard. Trucks carrying loose soil or sand will be covered before they leave the construction Site, and on-Site vehicle speeds will be limited to 10 mph (16 km/h) or lower in unpaved construction areas.

Vehicles loads will be checked to ensure that they are appropriately covered and to remove any excess material on the shelf or exterior surfaces of the cargo compartment. All off-site haul trucks will access the Construction Sites via paved access roads and established gravel pads. Every off-site haul truck will proceed through the
decontamination gravel pad/tire cleaning area prior to departure from the Construction Site. Site construction personnel will be stationed at the access point to monitor inflow/outflow to and from the Site. They will be responsible for inspecting all vehicles exiting and performing the cleaning of the tires.

4.4 **Potential Dust Generating Activities**

These sections describe the potential dust generating activities that may occur within the project boundaries and the various dust control techniques that will be used during such activities.

In addition, the perimeter of the active Construction Site will have dust curtains, plastic tarps, or windbreaks installed in areas of active construction in an effort to reduce the wind velocity at the border of the Construction Site.

4.4.1 **Site Preparation and Grading**

Fugitive dust emissions from site preparation and grading activities will be controlled using the following methods:

1. During clearing and grubbing, surface soils will be pre-wet to the depth of anticipated cut where equipment will be operated. All work areas will be watered prior to the start of excavation, grading, or movement of any equipment (other than water trucks). The frequency of watering can be reduced or eliminated, as appropriate, during periods of precipitation. Soil moisture content will be sufficiently maintained to minimize fugitive dust creation. For construction fill areas which have an optimum moisture content for compaction, completion of the compaction process will be performed as expeditiously as possible to minimize the release of fugitive dust.

2. If compaction will not take place immediately following clearing and grubbing, the surface soil will be stabilized with dust palliative and water to form a crust on the soil surface.

3. Prior to completion of grading, water will be applied to any disturbed areas as needed to prevent visible emissions.

4. Graded areas will be stabilized with chemical stabilizers within 5 working days of grading completion. Seed and water all unpaved, inactive portions of the lot
or lots under construction to maintain a grass cover if they are to remain inactive for long periods during building construction.

5. Halt all clearing, grading, earthmoving, and excavating activities during periods of sustained strong winds (hourly average wind speeds of 25 mph (40 kilometers per hour [km/h] or greater).

6. Limit the area subject to excavation, grading or other construction activity at any one time. Cover on-site storage piles of loose soil or sand.

7. For inactive disturbed surfaces, the following dust control methods will be used:
   a. A dust palliative will be applied in sufficient quantity to form a crust and create a stabilized surface.
   b. Backfill material will be wetted, covered, or contained when not actively handled.
   c. Inactive stockpiles (no disturbance of stockpile for more than 7 days) will be wetted, covered or contained;
   d. Excavated materials will be stockpiled, segregated, and managed to facilitate sampling and analysis for NOA content and disposal characterization.

4.4.2 Crushing

In the event that a concrete crusher will be mobilized to the Site to crush and recycle concrete debris resulting from building and roadway demolition, crushing operations will be visually monitored for the appearance of fugitive dust. If dust is being generated, water will be applied to control the dust. Serpentinite materials containing asbestos will not be processed by the crusher.

4.4.3 Demolition

Demolition activities will be monitored daily for the generation of fugitive dust. Water will be applied at the point(s) of demolition to minimize visible dust. The following methods will be utilized to minimize visible dust:

1. Prior to the commencement of daily demolition and material handling operations the active demolition area will be pre-wet.
2. Fugitive dust emissions from material handling and/or loading operations will be controlled by ensuring that all demolished material is adequately wetted during the handling and/or loading process.

3. Cover, wet or stabilize on-site piles of demolition debris.

4. Loader buckets will be emptied slowly and drop height from loader bucket minimized.

5. All loading activities will be halted during periods of sustained strong winds, defined as hourly average wind speeds of 25 mph (40 km/h or greater).

6. Prior to completion of demolition, water or other soil stabilizers will be applied to any disturbed areas as needed to prevent visible emissions.

4.4.4 Excavation Activities

Excavation activities will be visually monitored daily for the generation of fugitive dust. Water will be applied at the point of excavation or drilling to minimize visible dust. The following methods will be utilized to minimize visible dust:

1. Soil will be pre-wetted prior to excavation to minimize visible dust. Additional water will be applied during active excavation, material handling, and loading. Active excavation areas will be wet a minimum of every two hours during dry weather or more frequently as needed. The disturbed area will be watered at the end of the day or a dust palliative can be applied according to manufacturer’s instructions to stabilize the loose soil and prevent the release of fugitive dust.

2. The height from which excavated soil is dropped onto either stockpiles, haul trucks, or dewatering pads will be minimized.

3. As an alternative to watering, dust palliatives may be applied in sufficient quantities to inactive disturbed areas so as to form a crust and prevent the release of fugitive dust.

4.4.5 Loading

Loading activities will be visually monitored daily for the generation of fugitive dust. The following methods will be utilized to minimize visible dust:

1. Fugitive dust emissions from loading operations will be controlled by ensuring that all excavated material is adequately wetted during the loading process.
2. Loader buckets will be emptied slowly and drop height from loader bucket minimized.

3. All loading activities will be halted during periods of sustained strong winds, defined as hourly average wind speeds of 25 mph (40 km/h or greater).

4. **Material Stockpiles**

Fugitive dust emissions from soil storage piles will be controlled by using a temporary cover, water, or a chemical dust control agent.

4.4.7 **Foundation Work**

Subsurface excavation associated with foundation work will be visually monitored daily for the generation of fugitive dust. The following methods will be utilized to control and minimize visible dust:

1. Sprinklers, wobblers, water trucks, or water pulls will be used to pre-water during cut and fill activities.

2. Building foundations will be constructed as soon as possible after grading to minimize fugitive dust emissions, unless other dust control measures are used in the interim.

3. Wind erosion control techniques, such as wind breaks, water/chemical dust suppressants, and vegetation, will be used on all construction areas that may be disturbed. Any wind erosion control techniques used will remain in place until the soil is stabilized or permanently covered with vegetation.

4. For back-filling during earthmoving operations, backfill material will be watered as needed to maintain moisture. If required, backfill soil will be mixed with water prior to moving. Loader buckets will be emptied slowly and drop height from loader bucket minimized. Once backfill material is in place, water will be applied immediately to form a crust, if necessary. A water truck or large hose will be dedicated to back-filling equipment and operations.

5. While clearing forms, single stage pours will be used where allowed. Use of high-pressure air to blow soil and debris from the form will be avoided; instead, water spray, sweeping, and/or an industrial shop vacuum will be used to clear the form.
4.5 **Post-Construction Stabilization of Disturbed Areas**

At the completion of the initial construction activities, any areas where soil is exposed will be covered with one of the following to reduce dust generation on the Site:

1. A vegetative cover;
2. Coverage with a minimum of 3 inches of non-asbestos-containing material; or
3. Hard surface paving.

4.6 **Additional Requirements for Serpentine Material**

The FEIR 2000 Mitigation Measure 8A, Handling Naturally Occurring Asbestos during Construction, includes details on post-excavation stabilization for exposed serpentine material. In a memo to SF Planning Department (SFDPH, June 2011) about this mitigation measure, SFDPH Environmental Health Section (EHS) requires that the exposed serpentine material be covered with one of the following cover types:

1. One foot of clean, non-asbestos-containing fill soil;
2. Hardscape; or
3. Vegetative cover that holds soil in place.

The June 2011 memo also clarifies that MM 8A also specifies “institutional controls” which must be implemented “to prevent future exposure to naturally occurring asbestos from excavation activities.” The purpose of the institutional control requirement is to assure that the post-excavation stabilization measure(s) will remain in place as long as the serpentine material is present. SFDPH EHS concludes in their June 2011 memo that the institutional control requirement is satisfied by the ongoing obligation to comply with the Building Code’s Construction Dust Control and the Health Code’s Article 31 requirements.

In addition, the 2010 Amendments to San Francisco Health Code Article 31 and the corresponding Implementing Regulations contain requirements for submittal of a Serpentinite Cover Plan and the requirement to describe the implementation of this Plan in the required Article 31 Closure Report submittal.

In addition, excavated materials, which will be transported off site, will be analyzed for asbestos content. Materials with greater than 1 percent by-weight asbestos will be
handled and disposed of off-site in accordance with all requirements for proper disposal of asbestos.

BAAQMD Regulation 11, Rule 14 also defines procedures and notifications required if serpentine material is sold for use as a surfacing agent. No serpentine will be used for surfacing material or sold from the Site.

If serpentine waste is scheduled for offhaul and disposal, the following waste management methods, at a minimum, will be used when handling serpentine waste designated as a hazardous pollutant:

1. Keep asbestos-containing waste material adequately wetted at all times during handling and loading.
2. Adhere to requirements of BAAQMD Regulation 11, Rule 2, Section 608 for marking of vehicles used to transport asbestos-containing waste.
3. Maintain waste shipment records as specified in BAAQMD Regulation 11, Rule 2, Section 502.
4. Provide a copy of the waste shipment record to the disposal site owner or operator upon delivery.
5. Contact transporter and/or owner of the disposal site if the waste shipment has not arrived within 35 days of initial acceptance by the transporter as hazardous waste.
6. Provide a written report to the Air Pollution Control Officer (APCO) if the waste shipment is not received within 45 days of initial acceptance by the transporter.
5. MONITORING AND RECORDS

5.1 General

Control of visible dust will be the primary responsibility of the contractor working at the Site. As an additional layer of protection, monitoring to ensure compliance with the provisions of this plan will be performed by an independent third party. HPS Development, or a designee thereof, will provide quality assurance monitoring and will have the authority to direct the contractor to implement the measures outlined below if visible dust is observed. During any monitoring or observation the contractor, HPS Development and/or the independent third party will use the timelines and processes outlined in Section 4 to guide response actions, recordkeeping and descriptions of mitigation measures employed at the Project Area. This section describes the observation, monitoring, recordkeeping and reporting requirements.

5.2 Dust Monitoring Procedures

This section describes monitoring procedures using particulate monitoring instruments and visual observation by the contractor and an independent third party.

Monitoring includes the following activities:

- Daily visual monitoring during earthmoving activities (contractor);
- Perimeter air monitoring using air monitoring instrumentation (third party);
- Quality assurance monitoring (third party)

5.2.1 Daily Visual Monitoring During Earth Disturbing Activities

Daily visual monitoring during all earth disturbing activities is the primary responsibility of the contractor. If criteria are met regarding dust generation at the point of earth disturbance the contractor must follow the processes outlined in Section 4.1 to rectify the particular operation causing the problem. The contractor is encouraged to work directly with the independent third party to communicate the mitigation requirements to workers in the field and to address concerns voiced by regulatory agency staff that may visit the Construction Site from time to time.
5.2.2 Perimeter Air Monitoring Instruments

Prevailing wind at Hunters Point is from the west or southwest and towards the east or northeast as shown on Figure Two. The Hilltop and Hillside parcels are considered two separate work areas and decisions about monitoring can be made independently for each area. In addition, if the potential dust generating activities are contained within even smaller work areas within each parcel then decisions about those areas can be made independently.

Monitoring locations will initially be established based on the prevailing wind directions and will be checked regularly and adjusted if necessary to maintain downwind coverage.

Real-time particulate dust monitors will be used to monitor for particulates. The action level and details of the monitoring instruments, locations, and the monitoring frequency will be submitted by HPS Development and approved by SFDPH EHS based on the Particulate Monitoring System and Approval Form attached in Appendix A. The details of the system (layout, number of monitors, etc.) can be changed, as needed, through email submittal and approval by email from SFDPH EHS. The use of this form and the ability to change the parameters of the monitoring are intended to allow flexibility within the overall objectives of the particulate monitoring program while still meeting or exceeding all health standards.

No particulate monitoring is required during periods of extended rain because rain naturally suppresses dust. No particulate monitoring is required when the construction site is shut down and no work is being conducted and no vehicles are being driven on unpaved surfaces. This is the presumed condition on weekends and holidays.

National Ambient Air Quality Standards (NAAQS) and the California State Ambient Air Quality Standards (CSAAQS) are designed to protect the general public from airborne particulates generated in the urban, suburban and rural environments. The NAAQS and the CSAAQS are not meant to be applied to site specific actions and related air quality but instead are used in an attempt to attain city or region-wide ambient air quality goals for the benefit of the general public. The current standards are:

1. 24 Hour National Ambient Air Quality Standard
• PM-10: 150 micrograms per cubic meter average per 24 hour day (Not to be exceeded more than once per year on average over 3 years)
• PM-2.5: 35 micrograms per cubic meter average per 24 hour day (98th percentile, averaged over 3 years)

2. 24 Hour State Ambient Air Quality Standard
• PM-10: 50 micrograms per cubic meter average per 24 hour day

It should be noted that the City and County of San Francisco (CCSF) is a non-attainment area for the NAAQS for PM-2.5. CCSF is also a non-attainment area for the CSAAQS for PM-10. Non-attainment areas are areas of the country where air pollution levels persistently exceed the NAAQS as designated by U.S. EPA.

5.2.3 Independent Third Party

The independent third party will observe the potential dust generating activities and implementation of the DCP mitigation requirements and make notations on the Appendix B forms. The details of the independent third party observation schedule can be changed, as needed, through email submittal and approval by email from SFDPH EHS.

5.3 Recordkeeping and Reporting

5.3.1 Particulate Monitoring Instruments Recordkeeping and Reporting

Dust particulate monitoring instruments will be equipped with data loggers. Particulate monitoring data will be reviewed with the contractor on a regular basis. Particulate monitoring data and locations of monitoring instruments will be transmitted to SFDPH on a regular basis with notations made about any irregularities in monitoring equipment or results above the action level and corresponding action taken to mitigate the potential problems. Timing of the submittal of data to SFDPH and review of data with contractor will be specified on the Appendix A Particulate Monitoring System Approval Form.

Electronic submittal of particulate monitoring data will include a statement by appropriate personnel certifying that the data has been reviewed by qualified personnel and noting any levels above approved limits and any actions taken as a result of the results.
5.3.2 Independent Third Party Recordkeeping and Reporting

The Independent Third Party will fill out the Inspection Checklist (Appendix B) on a regular basis based on their inspections. The checklist results will be reviewed with the contractor on a regular basis. The Independent Third Party will submit the checklists to SFDPH on a regular basis. The schedule for inspections, review and submittal of the checklists will be specified and approved by SFDPH through the Appendix A Particulate Monitoring System Approval Form.

The Hunters Point Shipyard Project area, and San Francisco in general, is subject to significant daily variation in wind direction and speed. For example, the wind can be calm in the morning and can then increase significantly in the afternoon. Wind Direction will be determined with a wind sock, nearby weather station data, or other similar wind direction monitoring device. This variation in daily wind direction and speed will be documented on the Appendix B checklist. The Appendix B checklist also contains information concerning site activities, descriptions of specific dust mitigation measures and any recommendations for enhanced mitigation measures if found to be necessary. Shut down periods that occur during normal work hours will be noted on Inspection Checklist or other report.

5.4 Community Complaints

A publicly visible sign with the telephone number to contact regarding dust, noise, or odor complaints will be posted prior to starting construction and maintained during construction. For general complaints, the contractor will respond and take corrective action within 24 hours.

During hours of active construction phone calls will be answered or returned as soon as possible. During non-work hours phone calls may be diverted to a message machine.
6. REFERENCES


California Air Resources Board, 2005. Revised California Ambient Air Quality Standards for Particulate Matter, 5 April.
FIGURES
Legend
- Location of Potential Sensitive Receptor
- Parcel Boundary
- 1000 ft Parcel Buffer

Parcels A' with 1000 ft Buffer
RMP Property
Hunters Point, San Francisco, CA

Aerial Source: Esri, DigitalGlobe, GeosEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

November 2013
Wind Rose Diagram
Hunters Point
San Francisco, California

Geosyntec
consultants
Oakland
November 2009

Figure 2

WIND ROSE PLOT:
2002-2003 HUNTERS POINT SHIPYARD WIND ROSE

DISPLAY:
Wind Speed
Direction (blowing from)

NORTH

EAST

SOUTH

WIND SPEED
(Knots)

> = 22
17 - 21
11 - 17
7 - 11
4 - 7
1 - 4
Calm: 1.44%

COMMENTS:
Hunters Point Shipyard
San Francisco, CA
UTM: 555.627, 4174.947
Dates: 9/18/02 - 9/17/03
10 meter tower

DATA PERIOD:
2002-2003
Jan 1 - Dec 31
00:00 - 23:00

COMPANY NAME:
Bay Area Air Quality Management District

MODELER:
Dick Duker

CALM WINDS:
1.44%

AVG. WIND SPEED:
7.58 Knots

TOTAL COUNT:
8760 hrs.

DATE:
7/19/2005

PROJECT NO.:
APPENDIX A

Particulate Monitoring System and Approval Form
Appendix A

Revised Dust Control Plan
Parcel A Phase I Development,
Hunters Point Shipyard

Particulate Monitoring System

Particulate Monitoring Instrument Details

Real time particulate monitors with data-logging capabilities will be utilized to collect data. The network is initially proposed to consist of a moveable Near Field Monitor and stationary perimeter monitors.

Initial Monitoring Period – Near Field Monitor

With any new and significantly different construction activity, there will be a time period to address and possibly adjust the particulate monitoring network for that action and to ensure construction crews understand the level of required dust control, the criteria for implementing additional mitigation measures and the criteria for temporarily halting work.

This initial monitoring period is marked by the installation of a single downwind real time particulate monitor in close proximity to the dust generating activity. This monitor is called the “Near Field Monitor.” Typically, this initial monitor is placed 40 to 60 feet away from the most active earth-disturbing activity.

In order to take a conservative approach and provide meaningful feedback to the contractor, the Near Field Monitor will be fitted with a real time visual and audible alarm that is triggered at the level and averaging time noted on the Appendix A Approval Form.

The purpose of the Near Field Monitor is to provide real time feedback (most directly via the alarm function) to the contractor during their initial potential dust generating activity and application of related mitigation measures. If the alarm were engaged, this would alert the contractor that more aggressive application of current mitigation measures is required and/or the application of additional mitigation measures are warranted. This feedback loop is intended to educate the contractor on the level of mitigation measures necessary to maintain compliance with the Revised DCP.

The Near Field Monitor is recommended to be used for a minimum of five days at the start of earth-disturbing activity in a new area of the site or by a new construction crew. At the conclusion of the initial monitoring period, use of the Near Field Monitor can cease at the election of Lennar with notification sent to SFDPH. The Near Field Monitor results are not intended to represent the Perimeter Action Levels and require no action other than feedback to the contractor on dust control and mitigation practices and reporting of results to SFDPH.
Perimeter Monitors

At the same time the Near Field Monitor is placed, a perimeter monitor network of real time particulate monitors will also be established. Initially, one monitor will be placed upwind of site activities, one downwind of site activities and one trans-gradient to the wind direction. If new activities arise or come to completion within the same sub parcel (e.g., Hilltop), the perimeter monitor locations may expand or contract accordingly. Changes to location and number of the perimeter monitors must be approved by SFDPH prior to implementation.

The perimeter monitors results will be used to track compliance with the Perimeter Action Level and to guide the selection of additional mitigation measures, if found to be necessary.

Monitoring Frequency for Weeks 1 Through 4

At this time, it is proposed for the first 4 weeks of site activity from approval of these changes the particulate monitoring will continue for each day work occurs.

Monitoring Frequency for Weeks 5 Through 12

Following the first four weeks, and as long as the monitoring has been consistently below the required Action Level and compliance with the Revised DCP has been demonstrated, Lennar may submit a request to SFDPH proposing a revised monitoring schedule that describes a reduced schedule of intermittent particulate monitoring of up to two days per week for up to an additional eight weeks.

Monitoring Frequency After Week 12

Based on the result of the first twelve weeks of particulate monitoring results, Lennar may propose to discontinue particulate monitoring based on demonstrated and ongoing compliance with the Revised DCP. If a cessation of particulate monitoring is approved by the SFDPH, the independent third party observer will still have the obligation to inspect the site activity, record observations and make recommendations for additional mitigation measures on the Appendix B Independent Third Party Inspection Checklist for as long as required.

Monitoring Resumption

Lennar will either start the cycle over again or will propose a new monitoring scheme by expanding or adjusting the already established perimeter monitors for the following reasons:

a) Verified visible dust complaints from tenants, workers or adjacent residents
b) Use of a new construction crew unfamiliar with the required dust control at this site
c) Voluntary election by the contractors or Lennar to restart the particulate monitoring instrumentation
d) Changes in site conditions that might warrant a restart of the particulate monitoring instrumentation
**Particulate Monitoring Data Reporting**

The particulate data will be reported as described in the Revised DCP and on a schedule as listed in the Appendix A Approval Form. The data reports will include a figure with the monitoring locations. If the monitor locations change due to weather pattern shifts or a shift in site activity, the new locations will be noted and marked on a map attached to the data reports. The data will be reviewed with the contractor on a schedule as approved in the Appendix A approval form.

**Independent Third Party Reporting**

The Independent Third Party Inspection Checklist (Appendix B) will be completed, reviewed with contractor and submitted to SFDPH as described in the Revised DCP with a schedule as specified on the Appendix A Approval Form.
# Proposed Changes from Previous Approval (include only those with changes)

<table>
<thead>
<tr>
<th>Particulate Monitor Model Number</th>
<th>Near Field Monitor(s)</th>
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<td><strong>PLEASE NOTE:</strong> This near field monitor is operated for contractor feedback and may be stopped at any time as long as notice is sent to SFDPH.</td>
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### Previously Approved and Unchanged Parameters

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### Independent Third Party Inspection Checklist

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Please note: emails or other forms containing similar information may be used in place of this form.
APPENDIX B

Independent Third Party Inspection Checklist
APPENDIX B
PARCEL A PHASE I DEVELOPMENT
Revised Dust Control Plan
Independent Third Party
Inspection Checklist

Inspectors Name: _____ Date: _____
Company: _____ Time: _____
Weather: _____ Current wind speed: _____
Current wind direction: _____ BAAQMD declared Spare the Air or Spare the Air Tonight (check one) ☐ Yes ☐ No
Check by: _____ Project Number: _____

This checklist is intended to assist the independent third party inspector when checking for compliance with the Revised Dust Control Plan (DCP) for the Parcel A Phase I Development located within the former Hunters Point Naval Shipyard. This Revised DCP was submitted by Geosyntec Consultants, Inc., as required for development activities within the Parcel A Phase I Project Area. The Revised DCP was prepared in accordance with the requirements of the permit process established by the City and County of San Francisco Health Code Article 31 and certain Bay Area Air Quality Management District (BAAQMD) regulations.

1. VISIBLE DUST

a. Are earth disturbing activities occurring right now? ☐ Yes ☐ No

If no – is there a shut down and why? (if known)

Comments: _____

b. Is dust emission visible beyond the property boundary? [Section 5.2.1] ☐ Yes ☐ No ☐ NA

If Yes, describe immediate action taken to shut down the source of emissions; describe location, time/duration, wind conditions, and origin of dust; describe actions taken to suppress the dust; and verify no further emissions across the property boundary following restart. See Section 4.1 for response procedure.

Comments: _____

c. Are visible dust emissions observed within the property boundary? [Section 5.2.2] ☐ Yes ☐ No ☐ NA

If Yes, describe how many minutes dust was observed and how it was mitigated. Verify that visible dust was mitigated within the required Section 4.1.1 & 4.1.2 time periods.
d. Describe current mitigating measures at the Construction Site to suppress dust emissions at each active location. Provide any changes to existing corrective actions or engineered controls. Include dates and effectiveness of corrective action(s) when describing areas where actions have been implemented. Propose potential solutions to suppress dust emissions.

   **Comments:** 

---

e. Is particulate monitoring equipment being used? [Section 5.2.2 and Appendix A] □ Yes □ No □ NA

   If Yes, is data being reported and a figure attached showing the location of the monitoring equipment. If No, please write the date of SFDPH approval to discontinue the use of particulate monitoring equipment. DATE = 

   **Comments:** 

---

f. During strong winds (hourly average >25 mph), are all earth moving activities including but not limited to clearing, grading, earthmoving, and excavating activities halted? □ Yes □ No □ NA

   **Comments:** 

---

g. Is there a publicly visible sign with telephone number to contact regarding dust, noise, or complaints posted? [Section 5.4] □ Yes □ No □ NA

   **Comments:** 

---

h. Have any complaints been received from the public? [Section 5.4] □ Yes □ No □ NA

   If yes – list follow-up action if known

   **Comments:** 

---

2. CONSTRUCTION TRAFFIC [SECTION 4.3]

a. Is tracked-out soil visible on paved roads? [Section 4.3.1] □ Yes □ No □ NA

   If Yes, describe situation (i.e. location, origin of soil, mitigating measures implemented, etc.). Are vehicle tires being washed as necessary? Are gravel ramps being used? Is visible track-out material on paved public roads being removed with wet sweeping or other effective means?

   **Comments:** 

---

b. Are unpaved roads in the project Construction Site being watered during construction activity frequently enough to maintain adequate wetness*? [Section 4.3.2.1] □ Yes □ No □ NA

   If No, describe situation (i.e. infraction location, origin of material, mitigating measures implemented, etc.).

   **Comments:** 

---

c. Are construction vehicle speeds in excess of 10 mph within the Construction Site or 15 mph offsite within 500 feet of the project? [Section 4.3.2.1]  
☐ Yes  ☐ No  ☐ NA

If Yes, describe situation (i.e. location, time of day, duration of exceedance, type of vehicle, etc.).

Comments: ___

d. Are properly constructed gravel access pads in place and being maintained at the Construction Site entrance, access points, material/equipment staging areas and temporary stockpile locations? [Section 4.3.2.1 & 4.3.2.2]  
☐ Yes  ☐ No  ☐ NA

Comments: ___

e. If found to be necessary, are paved roads within the Construction Site being swept with a wet sweeper at least twice daily or frequently enough to remove soil from road? [Section 4.3.2.3]  
☐ Yes  ☐ No  ☐ NA

Comments: ___

f. If found to be necessary, are first 500 feet of any public roadway exiting from the Construction Site being swept at least twice daily or frequently enough to remove soil from road? [Section 4.3.2.3]  
☐ Yes  ☐ No  ☐ NA

Comments: ___

g. Is visible dust emission observed from trucks exiting the Construction Site? [Section 4.3.3]  
☐ Yes  ☐ No  ☐ NA

If Yes, are the trucks covered or is the material adequately wetted*?

Comments: ___

3. DEMOLITION [SECTION 4.4.3]

a. During demolition, are active areas being wetted prior to start of movement of any equipment?  
☐ Yes  ☐ No  ☐ NA

Comments: ___

b. Are disturbed areas that are inactive being stabilized or adequately wetted?  
☐ Yes  ☐ No  ☐ NA

Comments: ___

c. Are demolished materials being watered as needed to maintain moisture prior to moving and loading?  
☐ Yes  ☐ No  ☐ NA

Comments: ___
4. SITE PREPARATION AND GRADING [SECTION 4.4.1]

a. During clearing, grubbing, and grading, are surface soils being wetted to a depth of anticipated cut where equipment will be operated?  
   
   Yes  No  NA

   Comments: ______

b. If disturbed areas are inactive for 7 calendar days, are surface soils being stabilized with dust palliative and water?  
   
   Yes  No  NA

   Comments: ______

c. During clearing and grading, are active areas being wetted prior to start of movement of any equipment?  
   
   Yes  No  NA

   Comments: ______

d. During earthwork operations, is backfill material being watered as needed to maintain moisture prior to moving?  Are loader buckets being emptied slowly and the drop height from the loader bucket minimized?  
   
   Yes  No  NA

   Comments: ______

e. Are loader buckets being emptied slowly and the drop height from the loader bucket minimized?  
   
   Yes  No  NA

   Comments: ______

f. Prior to completion of grading, is water being applied to disturbed areas as needed to prevent visible emissions?  
   
   Yes  No  NA

   Comments: ______

g. Have open space areas where finished grading is complete been hydroteeded within 7 calendar days to minimize the amount of disturbed soil at surface?  
   
   Yes  No  NA

   Comments: ______

5. EXCAVATION ACTIVITIES [SECTION 4.4.4]

a. Prior to excavation, are soils being pre-wet and water added during excavation?  
   
   Yes  No  NA

   Comments: ______

b. If disturbed areas are inactive for 7 calendar days, are surface soils being stabilized with dust palliative and water?  If so, describe methodology.  
   
   Yes  No  NA

   Comments: ______
c. During trenching operations, is backfill material being watered as needed to maintain moisture prior to moving?  
   □ Yes □ No □ NA
   
   Comments: ____

d. Are loader buckets being emptied slowly and the drop height from the loader bucket minimized?  
   □ Yes □ No □ NA
   
   Comments: ____

6. MATERIAL STOCKPILES [SECTION 4.4.6]

a. Are active storage piles (i.e. demolition materials, excavated materials, backfill material, import material, gravel, sand, road base, and soil) being adequately wetted* and/or covered? [Sections 4.4.1 & 4.4.]  
   □ Yes □ No □ NA
   
   Comments: ____

b. If a storage pile is inactive for 7 calendar days, are materials being covered with a tarp, hydroteering, and or soil stabilizers?  
   □ Yes □ No □ NA
   
   Comments: ____

7. ADDITIONAL REQUIREMENTS FOR SERPENTINE MATERIAL [Section 4.4]

a. Is serpentine material being adequately wetted* during handling and loading?  
   □ Yes □ No □ NA
   
   Comments: ____

b. Is post-construction stabilization of finished areas being implemented (e.g., vegetative cover, 3 to 12-inch cap of non-asbestos-containing material, or hard surface paving)?  
   □ Yes □ No □ NA
   
   Comments: ____

c. During offsite transport of asbestos-containing waste, are vehicles adequately marked in accordance with Section 11-2-608?  
   □ Yes □ No □ NA
   
   Comments: ____

d. Are offsite shipment records for asbestos-containing waste being maintained in accordance with Section 11-2-608?  
   □ Yes □ No □ NA
   
   Comments: ____

8. GENERAL COMMENTS:

   ____
Notes:

1 Weather information can be found at one of the two following stations:

* The Asbestos Toxicity Control Measure (ATCM) CCR Title 17, Section 93105, defines "adequately wetted" as follows:
Citations in [parentheses] reference the relevant section in the Dust Control Plan prepared by ENGEO Incorporated.

(B) If no moisture threshold is specified in a district-approved asbestos dust mitigation plan, a sample of at least one (1) quart in volume shall be taken from the top three (3) inches of a road or bare area or from the surface of a stockpile. The sample shall be poured out from a height of four (4) feet onto a clean hard surface.

The material shall be considered to be adequately wetted if there is no observable dust is emitted when material is dropped.

CERTIFICATION:

I certify that I am an independent third party and I have observed, as stated and appropriate, details described in this report.

Printed Name and Date

Signature
Revised

Naturally-occurring Asbestos Dust Mitigation Plan

Parcel A’ Phase I Development, Hunters Point Shipyard

Prepared for
Lennar/Bayview Hunters Point

August 2005
Revised: May 2009
8.2 Air Monitoring Triggered Dust Mitigation Measures

Figures

Figure 1  Hunters Point Parcel A' Remedial Grading Plan – Hilltop
Figure 2  Hunters Point Parcel A' Remedial Grading Plan – Hilltop
Figure 3  Hunters Point Parcel A' Remedial Grading Plan – Hillside
Figure 4  Hunters Point Parcel A' Remedial Grading Plan – Hillside
Figure 5  Hunters Point Shipyard Wind Rose
Figure 6  Airborne Asbestos Monitoring Locations

Appendix

Appendix A  ADMP Approval Letter from BAAQMD, October 7, 2005
Appendix B  Copies of December 12, 2006; January 3, 2008; and March 10, 2008 BAAQMD approval revisions
Appendix C  ADMP Approval Letter from BAAQMD, August 4, 2009
Appendix D  Erosion and Sediment Control Plan of the SWPPP
Appendix E  Construction SWPPP BMPs
Appendix F  Air Monitoring Protocols
# Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tr>
<td>ATCM</td>
<td>Airborne Toxic Control Measure</td>
</tr>
<tr>
<td>BAAQMD</td>
<td>Bay Area Air Quality Management District</td>
</tr>
<tr>
<td>BMP</td>
<td>best management practices</td>
</tr>
<tr>
<td>CCR</td>
<td>California Code of Regulations</td>
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<tr>
<td>DTSC</td>
<td>Department of Toxic Substance Control</td>
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<tr>
<td>HEPA</td>
<td>high-efficiency particulate air</td>
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<tr>
<td>HPS</td>
<td>Hunters Point Shipyard</td>
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<tr>
<td>km/h</td>
<td>kilometers per hour</td>
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<tr>
<td>mph</td>
<td>miles per hour</td>
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<tr>
<td>Navy</td>
<td>United States Department of the Navy</td>
</tr>
<tr>
<td>SWPPP</td>
<td>Storm Water Pollution Prevention Plan</td>
</tr>
<tr>
<td>TSP</td>
<td>Total Suspended Particulate</td>
</tr>
<tr>
<td>USEPA</td>
<td>United States Environmental Protection Agency</td>
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1.0 Introduction

This Asbestos Dust Mitigation Plan (ADMP) has been prepared pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 93105, Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations (NOA ATCM).

Neither Lennar nor any of its contractors, subcontractors, representatives, or agents, shall engage in any construction or grading activity anywhere on the Work Site, or in conjunction with a Work Site related offsite utility or trenching project, unless the provisions of the ADMP, including without limitation the dust mitigation measures presented in Section 7.0 and the air monitoring measures presented in Section 8.0, are implemented at the beginning and maintained throughout the duration of the construction or grading activity. The NOA ATCM (17 CCR 93105(b)(1)) states that the ATCM, and the dust mitigation measures contained therein, apply to “any construction, grading...operation on any property [where]...[a]ny portion of the area to be disturbed is located in a geographic ultramafic rock unit.” The terms “Construction,” “Grading,” “Construction or Grading Operation” and “Construction or Grading Activity” are defined in the NOA ATCM to mean “any surface disturbance conducted with powered equipment or any related activity, including, but not limited to, all surface and subsurface cuts and fills, excavation, trenching, stockpiling, bulldozing, and landfills”. (California Code of Regulations, title 17, § 93105, subdivision (i)(12).)

The location and property lines of Parcel A” are shown on Figure 1. The original ADMP was submitted to Bay Area Air Quality Management District (BAAQMD) in August 2005 and was subsequently approved by the BAAQMD on October 7, 2005 (Appendix A).

1.1 Earlier Revisions to ADMP

BAAQMD has amended the original October 7, 2005 approval on three occasions: December 12, 2006 approving Lennar’s proposed post-construction controls (‘Revision 1’); January 3, 2008 approving five offset utility projects (‘Revision 2’); and March 10, 2008 approving the fixed power supply to monitor HV-1 (‘Revision 3’) (see Appendix B for a copy of each approval letter). This revised ADMP incorporates the conditions of these three revised approvals.

1.2 Revised ADMP

The BAAQMD has requested this modification to the ADMP, conveyed to Lennar in a meeting on March 19, 2009 at BAAQMD offices. This document was subsequently approved by the BAAQMD on August 4, 2009 (Appendix C).

This revision of the ADMP incorporates the changes proposed by the BAAQMD and consists of the following:
- Update of introduction in Section 1
- Update of project information in Section 2
- Update of current Work Site description in Section 3
- Discussion of other related regulations was deleted at the request of the BAAQMD (formerly Section 5)
- Update of dust mitigation measures in Section 7
- Update of air monitoring program in Section 8
## 2.0 Project Information

<table>
<thead>
<tr>
<th>Company Name and Address</th>
<th>Project Location/Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPS Development Co., LP</td>
<td>102 Galvez Avenue</td>
</tr>
<tr>
<td>49 Stevenson Street, Suite 600</td>
<td>San Francisco, CA</td>
</tr>
<tr>
<td>San Francisco, CA 94105</td>
<td>Start Date: March 15, 2005</td>
</tr>
<tr>
<td>Attention: Jeff Austin</td>
<td>Estimated Completion Date of Infrastructure:</td>
</tr>
<tr>
<td></td>
<td>December 2009</td>
</tr>
<tr>
<td>Phone: 415-218-0027</td>
<td></td>
</tr>
</tbody>
</table>
3.0 Project Description

3.1 Work Site Description

The Hunters Point Shipyard (HPS) originally consisted of approximately 505 acres of land area. In late 2004, the United States Navy transferred to the San Francisco Redevelopment Agency (SFRA) approximately 75 acres via a Finding of Suitability to Transfer (FOST) and is commonly known as Parcel A. Parcel A is comprised of two non-contiguous sub-parcels named Hilltop (55.95 acres) and Hillside (19.50 acres). As a result of a subsequent land transfer, Lennar now owns portions of Hilltop and Hillside.

The Work Site consists of the Hilltop and Hillside sub-parcels, including all internal paved and unpaved roads occurring wholly within the two sub-parcels. When traveling between the two noncontiguous sub-parcels but within the larger HPS, track-out prevention measures will be followed in accordance with Section 7.1.

Within the Work Site, contractors will, from time to time, and as necessary to complete the redevelopment of Parcel A, perform work in smaller “Work Area(s)” that are located entirely on a paved road. Contractors performing work within Work Areas will follow the Dust Mitigation Measures, as appropriate, in accordance with Section 7.0.

3.2 Offsite Utility Project

Although not part of the Work Site, the ADM also applies to five offsite low pressure water line and reclaimed water line installation efforts in support of the Phase I infrastructure improvements.

3.3 Phase I Scope of Work

Parcel A’ Phase I construction work consists of three subphases:

- Demolition of existing structures and roads (completed in early 2006)
- Grading and retaining wall installation (completed in late 2007)
- Infrastructure improvements (both below grade utilities and surface completions), including the Offsite Utility Project
4.0 Locations of Serpentine Soils within the Work Site

Figures 1 through 4 show the areas of serpentine soils on the Work Site. These areas are indicated on the figures with the marking sp. The figures were produced by ENGEO, Incorporated, the project geotechnical engineer, as part of the 100-percent design plans for mass grading and retaining wall installation project subphase for Parcel A Phase I development. Data on the figures is from available published geological data (i.e., USGS maps).
5.0 Land Uses within 0.25 Mile of Work Site with Serpentine Soils

Land use within 0.25 mile of the Work Site is generally light/heavy industrial, residential, parks and open space, public, and commercial. Within 0.25 mile of the Work Site, there are schools and playgrounds but no hospitals or nursing homes.
6.0 Potential Sources of Dust Emissions

Project activities performed on the Work Site that are potential sources of dust include:

- Demolition Activities – Wrecking, moving or dismantling of any load-supporting structural member or portion of a building; any related cutting, disjointing, stripping, or removal of structural elements; and crushing of concrete for recycling/reuse.

- Construction Traffic – Movement of construction equipment and/or materials around the Work Site is capable of creating construction emissions in excavated or cleared areas. There is also the potential for vehicular traffic on paved or unpaved roads and parking lots to produce construction emissions.

- Site Preparation and Foundation Work – Grading, excavation of footings and foundations, and backfilling operations can produce both fugitive dust and vehicle emissions.

- Trenching Activities – Excavation of trenches for the installation of underground utilities can cause construction emissions.

- Material Stockpiles – Stockpiles of excavated soil from trenching activities may contribute to windborne dust emissions.

- Cleanup and Final Site Grading – Backfilling, grading, and re-vegetating of the excavated areas may produce both fugitive dust and vehicle emissions.

- Any other “Construction,” “Grading,” “Construction or Grading Operation” or “Construction or Grading Activity” as defined in California Code of Regulations, title 17, § 93105, subdivision (i)(12).

These potential sources of dust emissions are addressed in Section 7.0.
7.0 Dust Mitigation Measures

7.1 Track-out Prevention and Control

In order to control track-out, the following control measures will be implemented:

1. remove visible track-out from a paved public road\(^1\) at any location where vehicles enter the paved public road from an unpaved roadway within the Work Site by use of a HEPA filter-equipped vacuum sweeping device at the end of the work day or at least once per day. Any visible track-out extending from an unpaved Work Site exit under the control of Lennar that exceeds 10 feet onto a paved public road within and/or outside the Work Site shall be promptly removed using wet sweeping or a HEPA filter-equipped vacuum street sweeper;

2. wheel wash stations at areas where vehicles exit onto paved public roads from unpaved roads; and

3. rumble strip tire shaker at areas where vehicles exit onto paved public roads from unpaved roads.

The following additional measures shall be implemented, as appropriate, to maintain compliance with the ATCM Track-out Prevention and Control requirements:

- gravel exit strips at areas where vehicles exit onto paved public roads from unpaved roads; or

- inspection and washing of vehicles that exit onto paved public roads from unpaved roads to remove any loose soil from bumpers, fenders, vehicle and equipment parts, etc.; or

- use of a mechanical wet sweeping device on an as-needed basis throughout the work day at the location of the exit.

Where utilized, the stabilized gravel pad Work Site entrances/exits will be installed according to the specifications provided in the Erosion and Sediment Control Plan of the Storm Water Pollution Prevention Plan (SWPPP) for the site (see Appendix D for a copy of the Erosion and Sediment Control Plan of the SWPPP). Each gravel pad will, at a minimum, be constructed of crushed aggregate that is greater than 3-inches but smaller than 6-inches in diameter. Additionally, the crushed aggregate will be washed with water prior to placement at any Work Site entrance/exit and maintained as necessary while the corresponding Work Site entrance/exit is in use so as not to allow build-up of washed material in the gravel pads.

\(^1\) A paved public road is a road to which any person has access who is not affiliated with Lennar or its contractors or subcontractors, a government entity with jurisdiction over the BVHP project, or the Navy or its contractors or subcontractors.
7.2 Active Storage Piles

In order to control fugitive dust emissions from soil storage piles the following methods shall be used:

1. use of a temporary cover; or
2. adequately wetting with water; or
3. application of a chemical dust control agent.

7.3 Inactive Surface Areas and Storage Piles

Dust emissions from excavations, other soil-disturbed areas, and storage piles that will remain inactive for more than 7 days shall be controlled by being adequately wetted with water at least twice daily during dry weather.

Additional methods of dust control allowed by the ATCM, such as maintaining a surface crust, applying chemical dust suppressants, covering with tarps, and/or installing wind barriers around storage piles and across open areas, may be utilized where appropriate to further control dust emissions.

Exposed surfaces must be additionally watered on weekends as needed unless the surface has been stabilized in accordance with Section 7.7.

To prevent the general public from accessing stockpiles, existing fencing will be maintained and, where necessary, new fencing will be erected.

7.4 Dust Mitigation for Roads, Parking Lots, and Staging Areas

7.4.1 Dust Mitigation Measures for Unpaved Roads

In order to control fugitive dust emissions from construction traffic traveling on unpaved surfaces, the following mitigation measures shall be used:

1. All active and unpaved roads in the Work Site will be watered frequently enough to maintain adequate wetness. The frequency of watering can be reduced or eliminated during periods of precipitation or when a particular part of the Work Site is inactive.

2. Visible speed limit signs will be posted at the Work Site entrances. No vehicle will exceed 5 miles per hour (mph) (8 kilometers per hour [km/h]) on unpaved surfaces or 15 mph on paved surfaces within the Work Site.

3. Implementation of erosion control measures identified in the Construction SWPPP, to be provided separately but implemented concurrently, will help control fugitive dust emissions within the Work Site as well as on public roadways, staging areas and parking areas (see Appendix E for the Construction SWPPP BMPs).
7.4.2 Dust Mitigation Measures for Paved Public Roads

The following mitigation measures will be followed to control fugitive dust emissions from construction traffic traveling on paved public roads:

1. The main access and egress routes (Innes Avenue, Donahue Street and Galvez Avenue) to and from the Work Site for construction employees and delivery trucks were paved prior to the initiation of construction. This asphalt cover or other acceptable hardscape will be maintained throughout construction.

2. No heavy equipment or transport trucks will be allowed to exit unpaved portions of the Work Site except through treated entrance roadways. For a description of these treated entrance roadways see Section 7.1.

3. Construction areas adjacent to and above grade from any paved public roadway will be treated with BMPs, as specified in the Construction SWPPP.

4. At least the first 500 feet of the area east of the designated Haul Road (east of Building 808 on Crisp Road and Spear Avenue) will be swept at least once daily when in use by the contractor.

The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit visible dust emissions. Use of blower devices is expressly forbidden.

7.4.3 Additional Mitigation Measures

If any of the above mitigation measures fail to properly control fugitive dust emissions, as based on the criteria of Section 8.2, one or more of the following reasonably available control measures will be applied:

1. Unpaved active portions of the Work Site will be watered or treated with dust control solutions to minimize windblown dust and dust generated by construction vehicle traffic.

2. The designated Haul Road will be watered more frequently as necessary to control windblown dust and dust generated by construction vehicle traffic when in use by the contractor.

3. Streets adjacent to the Work Site and at active Offsite Utility work locations will be swept as necessary to remove accumulated dust and soil.

4. Water may also be applied to paved roads leading between the Hilltop and Hillside subparcels, when necessary.

5. Physical or chemical stabilization will be applied to control dust on unpaved roads if necessary.

6. Gravel, re-crushed/recycled asphalt and/or concrete, or other material of low silt content (<5 percent) will be applied to unpaved roads within the Work Site to a depth of 3
or more inches, if necessary. Serpentine-containing material containing NOA at a concentration greater than 0.25 percent by weight will not be used for this purpose.

7. Vehicle trips will be reduced to the extent practicable.

8. Construction employees will park personal vehicles on paved surfaces.

9. The construction schedule will be prioritized to the extent possible to install permanent cap over potentially NOA containing soil by placement of concrete road base and curb/gutter.

10. Imported clean aggregate base rock may be used for placement of the final 6 to 12 inches of necessary fill to raise the grade to final subgrade elevation and provide a cap over potentially NOA containing soil.

11. Paved public roads will be washed at the end of each work day.

12. Additional water trucks will be utilized to aid in wetting paved public roads, and Work Site roads as needed, throughout the day.

13. The misting system will be used up to as much as 24 hours per day as needed to aid in keeping soil moist after construction activity has ceased each day.

Lennar shall reiterate implemented control measures to its subcontractor(s) as needed to maintain NOA ATCM compliant dust control measures.

**7.5 Dust Mitigation for Earth Moving Activities**

Excavation activities will be visually monitored daily for the generation of fugitive dust. If dust is being generated, water will be applied to the point of excavation or disturbance to control dust.

In order to control fugitive dust emissions generated from earth moving activities the following methods shall be used:

1. A dedicated water source (e.g., fire hose) will be used at each point of excavation to ensure that adequate moisture is present to minimize dust generation. This water source will be directed both at the point of excavation and the point of dropoff into an awaiting dumptruck or an existing stockpile, as appropriate.

If, according to the criteria in Section 8.2, this method fails to control dust emissions at the point of excavation, the following additional control measure shall be implemented: There will be advanced application of water starting 48 hours before excavation (e.g., trenching for the installation of below-grade utilities) in sufficient quantities to minimize dust generation without creating any safety issues.

2. Drop heights will be minimized when dropping soil into an awaiting dumptruck.
3. Periodic watering of haul routes from the point of excavation to the drop-off point regardless of whether the route is paved, unpaved or within or outside the defined Work Site.

4. A dedicated laborer will be assigned to each point of excavation to sweep, shovel or otherwise push soil inadvertently dropped on adjacent paved roads within the Work Site. If appropriate, an excavator may be used to push soil back into a trench.

5. A mechanical sweeper will be utilized at and around points of active excavation and/or backfill occurring on paved streets to prevent soil from collecting on paved surfaces. This measure will be employed to help control track out of sediment onto paved public streets.

6. During any clearing and grubbing operations, surface soils will be pre-wetted to the depth of anticipated cut where equipment will be operated. Soil moisture content will be sufficiently maintained to minimize fugitive dust creation. For construction fill areas that have an optimum moisture content for compaction, completion of the compaction process will be performed as expeditiously as possible to minimize fugitive dust.

7. If compaction will not take place immediately following clearing and grubbing, the surface soil will be stabilized with dust palliative and water to form a crust on the soil surface.

8. Prior to completion of grading, water will be applied to any disturbed areas as needed to prevent visible emissions.

9. Graded areas will be stabilized with chemical stabilizers within 5 working days of verification of final grading completion. All unpaved, inactive portions of the lot or lots under construction will be seeded and watered to maintain a grass cover if they are to remain inactive for long periods during building construction.

10. All clearing, grading, earthmoving, and excavating activities will be halted during periods of sustained strong winds (hourly average wind speeds of 25 mph (40 km/h) or greater).

11. The areas subject to excavation, grading or other construction activity will be limited at any one time.

12. In the event blasting is required, the blasting activities will be designed to reduce the potential for PM emissions. Guidance from the ATCM staff report will be followed which includes covering the blast area with wet dirt. The amount of dirt used will be based on best engineering judgment taking into consideration the amount of the charge, the size of the blast area, and the proximity to receptors and other structures.

13. For inactive disturbed surfaces, the following dust control methods will be used:

   - A dust palliative will be applied in sufficient quantity to form a crust and create a stabilized surface.
• Backfill material will be covered or enclosed when not actively handling.

Asbestos emissions from demolition activities will be controlled in accordance with the requirements of BAAQMD Section 11-2-303, as described in a separate plan.

7.6 Offsite Transport

Any material generated from activities conducted within the Work Site and which material is to be transported offsite must be done so with vehicles that are maintained such that no spillage can occur from holes or other openings in cargo compartments, the loads are adequately wetted, and either covered with a tarp or loaded onto the trucks in a manner to provide at least 1 foot of freeboard and such that no point of the load extends above the top of the cargo compartment. Trucks carrying loose soil or sand will be covered before they leave the Work Site. If concrete and/or asphalt are to be hauled off site, reasonable effort will be made to remove excess site soil adhered to the material to be hauled off site.

7.7 Post-construction Stabilization

One or more of the following post construction measures to mitigate dust emissions of serpentine-containing soil shall be utilized: establishing a vegetative cover, placement of at least 3 inches of fill containing less than 0.25% NOA, or paving.
8.0 Air Monitoring

8.1 General Air Monitoring Methodology

8.1.1 Work Site Monitoring

A Work Site perimeter air monitoring program using high-volume Total Suspended Particulate (TSP) instruments will be conducted to measure and document the concentration of NOA in ambient air. The air monitoring program includes upwind, downwind and crosswind sampling locations to determine the concentration of NOA resulting from project development and construction activities that could potentially be transported offsite. On-site perimeter sampling locations were selected based on a review of wind speed and direction data provided by the BAAQMD from a meteorological tower located in the Hunters Point Shipyard. Wind speed, direction and frequency of occurrence at the Hunters Point meteorological tower are illustrated graphically in the attached wind rose diagram (Figure 5). Sampling locations were identified and selected in cooperation with BAAQMD air monitoring staff. Sampling of NOA will be conducted along the perimeter of the Work Site at the following five locations, as shown in the attached Airborne Asbestos Monitoring Locations diagram (Figure 6) and described as follows:

- **HV-1** – Hillpoint Park (within Work Site)
- **HV-2** – Corner of Donahue and Kirkwood Streets (perimeter of Work Site)
- **HV-4** – Corner of Donahue and Galvez and adjacent to trailer compound (perimeter of Work Site)
- **HV-5** – Corner of LaSalle and Earl Streets (perimeter of Work Site)
- **HV-6** – Reardon Cul-de-Sac (perimeter of Work Site)

(the BAAQMD-approved monitors).

Each high-volume air monitoring sample will consist of a continuous 24-hour sampling period from approximately 7:00 AM to 7:00 AM the next day. Detailed ambient air sampling protocols are attached in Appendix E.

In the event BAAQMD-approved monitors are found to not be operating properly, BAAQMD staff will immediately be notified of the location, monitor name, time discovered, plan of action and estimated time to complete repairs.

In addition, the San Francisco Department of Public Health (SFDPH) performs additional monitoring – using the same sample collection and analytical method employed for the BAAQMD-approved monitors – at the following five monitoring locations, as shown in the attached Airborne Asbestos Monitoring Locations diagram (Figure 6) and described as follows:
- HV-7 – School/Community Center (outside of Work Site)
- HV-8 – Griffith & Navy (outside of Work Site)
- HV-9 – Donahue Condominiums (outside of Work Site)
- HV-11 – Galvez at Horne (outside of Work Site)

(the Community monitors).

Lennar has no responsibility with respect to the operation, maintenance, monitoring, laboratory analytical procedures, or data reporting associated with the Community monitors, each of which is operated, maintained and monitored solely by the SFDPH.

8.1.2 Offsite Utility Monitoring

Several offsite and below grade utilities are being installed to support the larger Parcel A redevelopment effort. Offsite Utility monitoring will be conducted in general accordance with this Section 8.0.

These offsite utility installations consist of discrete trenching along a street between two points. Best management practices will be employed to locate two monitors per trenching run, taking into consideration the secure siting of the monitors for 24-hour sampling and a daily evaluation (when work is taking place) of the likely predominant wind direction for that day. Best efforts will be made to place one monitor at an upwind location and the other at a downwind location as close as is safe and reasonable to the work being done. If siting issues do not permit locating one or both monitors as close as is safe and reasonable to the active work location, then the monitors will be placed as close as practicable to the active work location, and the location will be re-evaluated the next work date to again locate as close as is safe and reasonable to the active work site location. Records of the location of each monitor used for the Offsite Utility project and the dates each monitor remained at each location will be maintained and available for inspection.

8.2 Air Monitoring Triggered Dust Mitigation Measures

In the event that ambient air monitoring results indicate levels equal to or above 1,600 Transmission Electron Microscope (TEM) structures per cubic meter (using the modified Asbestos Hazard Emergency Act (AHERA) criteria for asbestos described in Title 17 of the California Code of Regulations (17 CCR) Section 93105, Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations, as specified in Appendix E to this ADMP) from any BAAQMD-approved air monitor, then the BAAQMD will be notified immediately of the monitoring results indicating: the project RIN, sampler identification and location, actual TEM structures per cubic meter, the date the sample was taken and the date analysis was reported. Additionally, such a measurement will trigger an immediate on-site evaluation to determine if dust mitigation measures are still effective. If there is any evidence of dust generated from a source listed in Section 7.0 of this plan, then the corresponding control measures will be re-applied, and the optional control measures listed in section 7.4 will be
applied if applicable and necessary, until dust is abated and monitored ambient NOA levels drop below 1,600 TEM at each BAAQMD-approved monitoring location. A full time dust inspector is present at the Work Site in order to facilitate the timely onsite evaluation of existing dust control measures. This person is in contact with the on site construction inspector, the on-site construction manager and the general contractor. This dust inspector also observes haul routes, wheel wash stations and dust control efforts employed by the contractor to further ensure compliance with the performance criteria defined in the ADMP.

In the event that ambient air monitoring results indicate levels equal to or above 16,000 TEM structures per cubic meter from any BAAQMD-approved air monitor, Lennar shall immediately notify the BAAQMD of the monitoring results indicating: the project RIN, sampler ID and location, actual TEM structures per cubic meter, the date the sample was taken and the date analysis was reported. SFDPH has volunteered to immediately notify the BAAQMD and Lennar of ambient air monitoring results that indicate levels equal to or above 16,000 TEM structures per cubic meter at Community Monitoring locations HV-7, HV-8, HV-9, and HV-11. Additionally, and in accordance with Lennar’s actions and commitments for the previous 32 months, all construction and/or construction activity that may contribute to airborne TEM structures will be suspended until dust is abated and ambient monitoring drops below 16,000 TEM structures per cubic meter at each BAAQMD-approved monitoring location and/or each Community Monitoring locations HV-7, HV-8, HV-9 and HV-11.
Figure 5
Hunters Point Shipyard Windrose
October 7, 2005

Anne Estabrook  
Environmental Engineer  
CH2M HILL  
155 Grand Avenue, Suite 1000  
Oakland, CA 94612

Re: ADMP RIN: NOA-0023  
Hunters Point Shipyard Parcel A  
Applicant – Lennar VHP, LLS

Dear Ms. Estabrook:

This letter is in response to the revised Asbestos Dust Mitigation Plan (ADMP) application for the subject project, originally submitted on May 4, 2005. District staff reviewed the original ADMP and on June 14, 2005, determined that it would be in the best interest of the community to require air monitoring as part of the ADMP for this project. The revised ADMP, with an air monitoring components, was received on September 6, 2005.

District staff has reviewed the revised ADMP, and its air monitoring components, and determined that it has met all the applicable criteria pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM). Accordingly, the ADMP, as submitted to the District on September 6, 2005, is deemed satisfactory, provided that:

- If ambient monitoring results indicate levels equal to or above 1,600 TEM structures per cubic meter, Applicant shall notify the District immediately of the monitoring results indicating: the project RIN, sample ID and location, actual TEM structures per cubic meter, the date the sample was taken, and the date of analysis. Applicant shall review all activities and circumstances that may have contributed to elevated levels of airborne dust and TEM structures and identify additional dust mitigation measures to be deployed immediately and in the future to prevent similar circumstances. Applicant shall employ any and all additional dust mitigation measures not originally included as part of the ADMP until demonstration is made that ambient monitoring results have decreased below 1,600 TEM structures per cubic meter.

- If ambient monitoring results indicate levels equal to or above 16,000 TEM structures per cubic meter, Applicant shall notify the District immediately of the monitoring results indicating: the project RIN, sample ID and location, actual TEM structures per cubic meter, the date the sample was taken, and the date of analysis. Applicant will immediately cease any and all construction and/or grading operations that may contribute to airborne TEM structures until demonstration is made that ambient monitoring results have decreased below 1,600 TEM structures per cubic meter.

- All air monitoring results and any implemented dust mitigation measures shall be submitted in writing to the Compliance and Enforcement Division.
This ADMP and its air monitoring components become the basis for compliance with the Asbestos ATCM for the Hunters Point Shipyard Parcel A project and its terms must be implemented throughout the duration of the construction project. Non-compliance with any of the terms of the ADMP, or with any of the provisions listed above regarding air monitoring, constitutes a violation of the Asbestos ATCM and may result in the issuance of a notice of violation (NOV) by a District inspector. NOVs are subject to a substantial penalty.

Any questions you may have regarding this application should be directed to Janet Simon, Air Quality Specialist, at (415) 749-4780.

Sincerely,

[Signature]

Kelly Wee
Director of Enforcement

cc: Gary McIntyre
    Lennar BVHP, LLS

    John Chiladakis
    CH2MILL
December 12, 2006

Jeffrey A. Austin
Environmental Manager
Lennar BVHP, LLC
49 Stevenson Street, Suite 600
San Francisco, CA 94105

Re: ADMP RIN: NOA-0023
   Project: Hunter's Point Shipyard Parcel A
   Applicant – Lennar BVHP, LLC

Dear Mr. Austin:

This letter is in response to a conference call on October 5 and your letter dated October 12, 2006 requesting District approval of the proposed post construction controls of the above mentioned project. Lennar proposes to use the following two options listed below:

1. Establishment of a vegetative cover;
2. Paving;

District staff have reviewed the material you submitted and hereby concur that the methods to be used during the post construction stabilization phase of the Hunter’s Point Shipyard Parcel A project meet the requirements of the Air Toxic Control Measure, Title 17, California Code of Regulations, Section 93105 (e)(4)(G), and are approved for implementation at this location.

Any questions regarding this approval should be directed to Mike Wall, Air Quality Specialist at (415) 749-4903.

Very Truly Yours,

[Signature]

Kelly Wee
Director of Compliance and Enforcement

KW:JG:JS:a1
January 3, 2008

Jeff Austin
Division Environmental Manager
Lennar Urban - Bay Area Division
49 Stevenson Street #300
San Francisco, CA 94105

Re: Amendment to ADMP RIN: NOA-0023 (Revision 2)
Project: Hunters Point Shipyard Parcel A, San Francisco
Applicant: Lennar BVHP, LLC

Dear Mr. Austin:

This letter is in response to the amended Asbestos Dust Mitigation Plan referenced above (the “ADMP”) for the subject project submitted to the Bay Area Air Quality Management District (Air District) by applicant Lennar BVHP, LLC, pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM).

Air District staff has completed the review of your request to amend the ADMP to apply to the five offsite low pressure water and reclaimed water installation efforts (the “Offsite Utility Project”) of the Phase 1 infrastructure project, and determined that it meets the applicable criteria pursuant to subsection (e)(4) of the Asbestos ATCM, subject to the conditions set out below.

The Air District approves the amended ADMP, with the addition of the requirements below. Each provision of the ADMP, including any additional provision listed below, shall apply to both the Parcel A construction work and the Offsite Utility Project, except that the applicant need not install gravel pads at access points to the Offsite Utility Project.

Air monitoring:
- The applicant proposes additional air monitoring of two monitors per ‘Run’ during ground disturbance activities. The District acknowledges the proposed monitoring on condition that:
  - Air Monitoring be conducted in accordance with ADMP Section 9.0 Air Monitoring and Appendix Air Monitoring Protocols.
  - The applicant employ best management practices to locate the two monitors per run taking into consideration:
    - The secure siting of the monitors for 24-hour sampling; and
    - Evaluating on a daily basis when work is taking place the likely predominant wind direction for that day, and secure siting permitting, placing one monitor at an upwind location and the other at a downwind location as close as possible to the work being done. The applicant’s proposal of placing stationary monitors at fixed locations at either end of the runs for the duration of work at each run is not approved. If secure siting is an issue and will not permit locating one or both monitors as close as possible to the active work location, then the monitors shall be placed as close as practicable to the active work location, and the location shall be re-evaluated the next work day to again locate as close as possible.
Letter to Jeff Austin
January 3, 2008

- Maintain records of the location of each monitor employed for the Offsite Utility Project and the dates each monitor remained at each location, and have the records available for inspection.

Section 8.1, Track-out Prevention and Control of the ADMP shall include the following requirements:
- Immediately clean utilizing either a wet sweep or HEPA filter-equipped vaccum device any track-out that exceeds 10 feet onto any paved road to which the public has access.
- All gravel pads shall be maintained at all times so as not to allow build up of washed material in the gravel pads.

Section 8.3, Inactive Surface Areas and Storage Piles of the ADMP shall include the following requirement:
- Exposed surfaces must be additionally watered on weekends as needed unless the surface has been remediated and stabilized in accordance with Section 8.7 of the ADMP "Post-construction Stabilization".

Section 8.6, Offsite Transport of the ADMP shall include the following requirement:
- In addition to the existing ADMP language that trucks transporting excavated material offsite maintain a 1’ freeboard, the load of all trucks transporting such material shall also be covered with tarps.

This amended ADMP and its air monitoring components originally approved on October 7, 2005, are the basis for compliance with the Asbestos ATCM for the entire Hunters Point Shipyard Parcel A project, and its terms must be implemented throughout the duration of the construction project.

At the conclusion of each project, a letter stating the final date of work and detailing the post construction stabilization activities shall be submitted to Compliance and Enforcement at:

Kelly Wee, Director of Enforcement
939 Ellis St., San Francisco, CA 94109

Any questions you may have regarding this application should be directed to Mike Wall, Air Quality Specialist, at (415) 749-4903.

Sincerely,

[Signature]
Jack P. Broadbent
Executive Officer/APCO
March 10, 2008

Jeff Austin
Division Environmental Manager
Lennar Urban - Bay Area Division
49 Stevenson Street #600
San Francisco, CA 94105

Re: Amendment to ADMP RIN: NOA-0023 (Revision 3)
Project: Hunters Point Shipyard Parcel A, San Francisco
Applicant: Lennar BVHP, LLC

Dear Mr. Austin:

This letter is in response to your email dated February 15, 2008, to Eric Stevenson, BAAQMD Air Monitoring Manager, requesting the classification of asbestos air monitoring station HV-1 be changed from a battery operated monitor to a monitor with a fixed 110 volt AC power supply with 12 volt battery back-up. A copy of your February 15 email is attached to this letter.

The Lennar BVHP Asbestos Dust Mitigation Plan (ADMP), Appendix: Air Monitoring Protocols, A.3 Sampling Equipment currently reads:

Sampling will be conducted using battery operated heavy duty vacuum pumps:
Either Model SKC 1532 and/or Model BGI 100 or an equivalent model will be used.

Your email dated February 15, 2008, will serve as the amendment request for HV-1. This letter amends Appendix: Air Monitoring Protocols, A.3 Sampling Equipment, of the above-referenced ADMP originally approved October 7, 2005, to allow the operation of HV-1 in accordance with the parameters set out in 1 through 8 in your February 15, 2008, email.

Any questions you may have regarding this ADMP amendment should be directed to Mike Wall, Air Quality Specialist, at (415) 749-4903.

Sincerely,

Jeff McKay
Deputy Air Pollution Control Officer

enclosure: Copy of February 15, 2008 email from Jeff Austin, Lennar Bay Area Urban, to Eric Stevenson.
Mr. Stevenson,
This email has been prepared as a follow up to our phone conversation that took place on Thursday, February 7, 2008 and with regard to a modified power supply system for airborne asbestos monitoring station HV-1 (Hilltop) located within the Phase I project area at the Hunters Point Shipyard (RIN # 0023).

As stated on the call, Lennar-BVHP, LLC and its electrical subcontractor, designed a system that does not require the "switching out" of batteries on a daily basis to ensure proper operation of the monitor. The new system is as follows:

1. 110 volt AC power was delivered to the location of HV-1 from a power source in building 101. This entailed installing approximately 550 feet of 10-gauge wire insulated with a UV-resistant outer coating. This wire is rated for outdoor use and was sized appropriately to ensure adequate amperage and voltage at the monitor.

2. A waterproof but well ventilated box was installed that contains both the 12 volt sampling pump and combination AC-DC inverter/battery charger. This AC-DC inverter/battery charger is powered by the 110 volt AC power described above in No. 1.

3. A second waterproof but well ventilated box was installed that contains 4 industrial grade sealed 12 volt batteries (these batteries have the same characteristics of the 12 volt batteries currently in use at all other monitoring stations).

4. Both of these boxes are locked

5. During normal operation, the 12 volt DC sampling pump will draw electricity directly from the AC-DC inverter/battery charger.

6. If, for whatever reason, the power goes out in building 101, the AC-DC inverter/battery charger will immediately sense the power drop and immediately switch over to the 12 volt battery power.

7. Because we have 4 x 12 volt batteries we are able to count on at least two days (48 hours) of power supply to the 12 volt sampling pump thereby avoiding any interruption in a sampling run. All other monitoring stations rely on a single 12 volt battery and will last a minimum of 24 hours.

8. Our sampling consultant, Mactec, has been trained in the operation of this system and this system is now in use.

Please do not hesitate to contact the undersigned if you have questions or concerns.
August 4, 2009

Jeff Austin  
Division Environmental Manager  
Lennar Urban - Bay Area Division  
49 Stevenson Street #600  
San Francisco, CA 94105

Re: ADMP RIN # NOA-0023  
Project: Hunters Point Shipyard Parcel A, San Francisco  
Applicant: HPS Development Co., LP

Dear Mr. Austin,

This letter is in response to the revised Asbestos Dust Mitigation Plan referenced above ("ADMP") for the subject project submitted to the Bay Area Air Quality Management District ("District") by applicant HPS Development Co., LP, pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM).

The reference identification number (RIN) for this ADMP remains NOA-0023; when making inquiries or filing record submittals regarding this ADMP, please refer to the RIN.

The District received the revised ADMP on June 2, 2009, and responded to the applicant on July 10, 2009 with required changes. The District received the final ADMP revision from the applicant on July 16, 2009, and determined the ADMP meets the applicable criteria pursuant to subsection (e)(4) of the Asbestos ATCM, provided the Dust Mitigation Measures under Section 7.0, specifically the mitigation measures enumerated in the following sub-sections, are adhered to throughout the duration of construction and/or grading activities at the project:

7.1 Track-out Prevention and Control  
7.2 Active Storage Piles  
7.3 Inactive Surface Areas and Storage Piles  
7.4 Dust Mitigation for Roads, Parking Lots, and Staging Areas  
7.5 Dust Mitigation for Earthmoving Activities  
7.6 Offsite Transport  
7.7 Post-construction Stabilization

In addition, approval is subject to the requirements set forth below.

**Air monitoring:**
1. The District approves the proposed monitoring on condition that:
   a. Air Monitoring be conducted in accordance with ADMP Section 8.0 Air Monitoring and Appendix F, because the project site is located close to nearby schools and residences.
   b. Standard Operating Procedures for sample collection, processing and shipping, as well as all calibration records for flow measuring devices, and records of the date and location of each monitor shall be available for inspection.
Letter to Jeff Austin  
July 23, 2009  
Page 2

This ADMP is the basis for compliance with the Asbestos ATCM for the Hunters Point Shipyard Parcel A project, and its terms must be implemented throughout the duration of the construction project. At the conclusion of the project, a letter stating the final date of work and detailing the post construction stabilization activities shall be submitted to Compliance and Enforcement at:

Kelly Wee, Director of Enforcement  
939 Ellis St., San Francisco, CA 94109

Any questions you may have regarding this application should be directed to Magen Harris, Air Quality Specialist, at (415) 749-4785.

Sincerely,

Jeffrey McKay  
Deputy Air Pollution Control Officer
SECTION 01500—SUPPLEMENTAL “H”
ENVIRONMENTAL MITIGATION MEASURES

The attached Environmental Mitigation Measures have been extracted from the Final Environmental Impact Report for the Reuse of Hunters Point Shipyard, February 2000, which can be provided upon request to Owner.

This list of environmental mitigation measures shall serve as a reference only, and is not to be considered complete or comprehensive. The Contractor shall review and familiarize itself with all requirements of the above referenced documents that relate to Contractor’s Work, and Contractor shall be responsible for all requirements contained in the documents applicable to the Work.
ENVIRONMENTAL MITIGATION MEASURES

1. AIR QUALITY

1.A. Construction PM$_{10}$

BAAQMD officials consider PM$_{10}$ emissions from construction sites to be potentially significant. As conditions of construction contracts, contractors will be required to implement BAAQMD guidelines for controlling particulate emissions at construction sites. Subcontractor shall comply with BAAQMD guidelines, which are summarized below:

- Seed and water all unpaved, inactive portions of the Project Site under construction to maintain grass cover if they are to remain inactive for long periods during building construction.

- Halt all clearing, grading, earthmoving, and excavating activities during periods of sustained strong winds (hourly average wind speeds of 25 mph [40 km per hour] or greater).

- Water or treat all unpaved active portions of the Project Site with dust control solutions, twice daily, to minimize windblown dust and dust generated by vehicle traffic. (City Ordinance 175-95 requires that nonpotable water be used for this purpose.)

- Sweep paved portions of the Project Site daily or more frequently as necessary to control windblown dust and dust generated by vehicle traffic. Sweep streets adjacent to the Project Site as necessary to remove accumulated dust and soil.

- Cover trucks carrying loose soil or sand before they leave the Project Site, and limit on-site vehicle speeds to 15 mph (24 km per hour) or lower in unpaved construction areas.

- Limit the area subject to excavation, grading or other construction activity at any one time. Cover on-site storage piles of loose soil or sand.

This measure shall be implemented for the Project Site and its immediate surroundings during site clearing, grading, excavation and trucking of soil and demolition debris and for all unpaved and inactive areas at the Project Site for which Subcontractor is made responsible by the Contract Documents. In addition to the BAAQMD above, Subcontractor shall water or treat with dust suppression solutions construction and vehicular dust including all unpaved, active portions of the Project Site on an as-needed basis, but no less frequently than twice daily. Subcontractor's and all lower tier subcontractors' trucks shall be covered before leaving the area of the Project Site or when storing loose soil or sand in a parked position. Subcontractor shall sweep streets adjacent to the Project Site daily or more frequently as necessary to remove accumulated dust, mud, or soil. Subcontractor and all lower tier subcontractors shall also comply with all provisions of any Dust Control Plan and Disposal Plan prepared by Owner and approved by all applicable governmental agencies, including, without limitation, all Best Management Practices ("BMPs") set forth in any such Dust Control Plan and Disposal Plan.

2. NOISE

2.A. Construction Activities

Subcontractor and all lower tier subcontractors shall comply with (i) the City's applicable ordinances on noise control, which limit the hours during which heavy demolition, certain construction activities and truck traffic may occur in order to prevent unreasonable noise and/or vibration from impacting nearby residents, and (ii) to the extent applicable, the noise and time restrictions for Work on the Project Site set forth in the Demolition and Deconstruction Plan made a part of the Plans and Specifications.
3. **HAZARDOUS MATERIALS AND WASTE**

3.A. **Construction Prior to Remediation**

The following precautionary measures will be implemented by Subcontractor and all lower tier subcontractors at the Project Site during necessary construction activities if any such construction is undertaken prior to remediation of the Project Site or any other parcel in the BVHP area affected by such construction activities:

- Obtain site-specific information about soil or groundwater that would be disturbed through new construction or existing information from the Navy and consultation with regulatory agencies.

- Before disturbing soil or groundwater, or conducting intrusive activities such as shoveling, digging, trenching, installing wells, subsurface excavations, or building renovation, obtain Navy approval and coordinate with Federal and state regulatory agencies. This coordination would result in an identification of precautionary measures to be implemented during construction activities. The precautionary measures would be incorporated into a site-specific Health and Safety Plan (HASP) that is consistent with the contaminants present.

- Implement dust suppression measures to limit airborne contaminants in accordance with BAAQMD requirements.

- Handle and dispose of soil in a manner consistent with the contamination present, as required by all Applicable Laws.

Subcontractor and all lower tier subcontractors shall store Hazardous Substances, construction materials and waste resulting from demolition in compliance with all Applicable Laws, including, without limitation, the Resource Conservation and Recovery Act and the Clean Water Act, and with all compliance procedures which are set forth in the Environmental Safety Manual.

To the extent construction activities are scheduled to occur prior to remediation of the Project Site or other BVHP area parcel affected by such construction activities, Subcontractor and all lower tier subcontractors shall comply with all provisions of any remediation plan adopted with respect to the Project Site or any other such affected parcel.

3.B. **Construction After Remediation**

Subcontractor and all lower tier subcontractors shall perform all construction activities on the Project Site in a manner consistent with institutional controls designed to be protective of public health, as determined in consultation with Contractor and all regulatory agencies and in accordance with Cal-OSHA regulations.

Subcontractor and all lower tier subcontractors shall take the following additional steps, where warranted by site-specific information:

- Obtain information on soil and groundwater contamination by reviewing existing Navy data and/or consulting with regulatory agencies. When no sampling results are available, advise Contractor of the need to develop and implement a sampling program similar to that required under Article 22A of the San Francisco Public Works Code.

- If contamination is identified in the areas proposed for disturbance, prepare a site mitigation plan, similar to that required under Article 22A of the Health Code. If applicable, implement the requirements of Cal. Code Reg. Tit. 8 § 5192 (Hazardous Waste Operations and Emergency Response).

- Dispose of groundwater in accordance with all Applicable Laws, and obtain and comply with all applicable permits.
Subcontractor and all lower tier subcontractors shall perform any required lead and asbestos abatement, storage and transportation off-site in compliance with all Applicable Laws, including, without limitation, the Resource Conservation and Recovery Act and with all compliance procedures which are set forth in the Environmental Safety Manual.

Subcontractor and all lower tier subcontractors shall also comply with all provisions of any Stormwater and Erosion Control Plan, Health and Safety Plan, or Dust Control Plan prepared by Owner and approved by all applicable governmental agencies.

3.C. **Construction Contingency Plan for Unanticipated Hazardous Substances**

Subcontractor acknowledges that it has been informed by Contractor, and that Subcontractor agrees to inform all lower tier subcontractors, that unknown Hazardous Substances could be encountered during demolition, excavation, or construction of the Work, and that Subcontractor has received instruction from Contractor, and will further instruct all lower tier subcontractors, regarding steps to be taken if this occurs. These steps include the following:
- The Subcontractor shall immediately stop work in the area and notify the San Francisco Department of Public Health ("DPH") verbally and in writing.
- The Subcontractor shall immediately secure the area to prevent accidental access by construction workers or the public.
- The identified material shall be sampled as directed by DPH.
- Handling and disposal of identified Hazardous Substances shall be in accordance with DPH direction and in compliance with all Applicable Laws and any Agency requirements.
- Work on the Project Site may resume only where and when permitted by DPH.

Subcontractor and all lower tier subcontractors shall comply with Contractor's Construction Contingency Plan for unanticipated Hazardous Substances.

3.D. **Controls on Ecological Exposure to Hazardous Substances During Construction**

Subcontractor and all lower tier subcontractors shall, to the extent applicable:

(a) For surface water impacts, follow all conditions of the State of California storm water construction permit, including implementing BMPs to reduce storm water runoff from the site, and shall comply with the SWPPP provisions of the Agreement.

(b) For groundwater discharge impacts, follow all permit requirements for discharge into the storm water system or sanitary sewer system, and treat water as appropriate to comply with discharge levels as required by the permit.

(c) Assess potential effects on groundwater gradients within construction areas if dewatering is proposed or if new utility lines are proposed that could act as conduits for contaminants in groundwater. Conduct dewatering activities such that contamination does not spread to the Bay or other ecologically sensitive areas. New storm drains shall have watertight joints, such as rubber gaskets.

(d) For boring and pile driving activities along the Bay, if applicable, drive the piles directly into the sediments without boring where possible, to minimize and localize sediment disruption. Where pile driving without drilling is not possible due to shallow bedrock, drive a casing to the solid material, preventing collapse of the material and allowing drilling to occur within the casing without excessive sediment disruption. Then place the pile in the casing and backfill with concrete.
(e) Perform dredging activities in a manner consistent with institutional controls established via the CERCLA process. Require consultation with agencies represented in the Army Corps of Engineers Interagency Dredged Material Management Office regarding appropriate methods for limiting disturbance of sediment, containing suspended sediment to the immediate area being dredged, and additional measures to be protective of human health and the environment as described in applicable materials.

Subcontractor and all lower tier subcontractors will: (i) to the extent applicable, comply with and implement BMPs prepared by or on behalf of Owner, as set forth in the Contract Documents, to prevent discharges to wetland areas including (A) measures to trap or filter sediments in runoff, which may include silt fences, straw bale barriers or sand bag barriers, (B) measures to divert runoff such as temporary drains or swales, (C) physical stabilization of construction areas by means such as spraying with water, and (D) preventing release of construction pollutants like concrete, fuel and lubricating oils; and (ii) comply with all provisions of any Dust Control Plan and Stormwater Control Plan prepared by Owner and approved by all applicable governmental agencies.

4. GEOLOGY AND SOILS

4.A. Handling Naturally Occurring Asbestos During Construction

Subcontractor and all lower tier subcontractors shall, to the extent applicable, follow BAAQMD, U.S. EPA, and federal and Cal-OSHA regulations for construction and demolition activities. Continuously wet serpentinite involved in excavation or drilling operations. Wet and cover stockpiled serpentinite. Do not use serpentinite as road, surfacing, or paving material. Cap serpentinite used as fill material with at least one foot (0.3 m) of clean non-serpentinite fill material, and implement institutional controls to prevent future exposure from excavation activities. Treat excavated waste materials containing greater than one percent asbestos by weight as a Hazardous Substance, and transport and dispose of this material in accordance with applicable Federal and state regulations, the requirements and restrictions of the Contract Documents, and all applicable provisions of any Stormwater and Erosion Control Plan, Dust Control Plan, Soil Importation Plan, and Health and Safety Plan prepared by Owner and approved by all applicable governmental agencies which address the issue of naturally occurring asbestos.

5. ARCHAEOLOGICAL RESOURCES

5.A. Discovery During Construction.

Subcontractor and all lower tier subcontractors are advised of the likelihood of encountering archaeological resources at the Project Site during construction of the Horizontal Improvements. Subcontractor and all lower tier subcontractors shall comply with any plan for addressing archaeological resources located at the Project Site prepared by Owner and approved by all applicable governmental agencies. Subcontractor and all lower tier subcontractors will comply with all requirements and directions of Owner, Contractor, their respective designated representatives and consultants, and any governmental agency if archaeological resources are located in areas in which the Work is being performed, including, without limitation, any requirement immediately to suspend all Work at the Project Site pending clearance to resume Work from Owner, Contractor, and applicable governmental agencies.

6. GENERAL ENVIRONMENTAL MITIGATION MEASURES

Subcontractor and all lower tier subcontractors shall comply with: (i) all provisions of the Plan for Environmental Investigation and Remediation prepared by Owner and approved by all applicable governmental agencies, as well as all implementing ordinances adopted by the City and any further agreements executed by Owner and any other party with respect to such Plan or ordinances; and (ii) any Soil and Groundwater Management Plan prepared by Owner and approved by all applicable governmental agencies.
PART 1  GENERAL

1.01  DESCRIPTION
   A. This Section describes the requirements for providing Site security and safety.

1.02  WORK SPECIFIED ELSEWHERE
   A. General Conditions: Protection of persons and property.

1.03  PROTECTION
   A. Contractor shall continuously maintain protection as necessary to protect the Work as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

   B. Properly protect the Work:
      1. With lights, guard rails, temporary covers and barricades.
      2. Enclose excavations with proper barricades.
      3. Brace and secure all parts of the Work against storm and accident.
      4. Provide such additional forms of protection which may be necessary under existing circumstances.

   C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Contractor shall be responsible for the protection in excess of such minimum requirements as required.

1.04  CONTROL OF SITE
   A. Contractor shall ensure that no alcohol, firearms, weapons or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.05  SAFETY PROGRAM
   A. Within fifteen (15) days after Notice to Proceed, Contractor shall submit a Safety Program to OCII for review. Contractor shall be required to comply with the Safety Program and all applicable Federal, State and local regulation codes, rules, law and ordinances.

   B. Receipt and/or review of the Safety Program shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

   C. It is essential that Contractor and each subcontractor implement an effective and vigorous Safety and Health Program to cover its portion of the Work. Subject to Contractor’s overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to its portion of the Work rests with each individual Contractor and subcontractor.
D. The wearing of hard hats will be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors and shall ensure the use of hard hats by all persons on site.

E. Whenever an exposure exists, appropriate personal protective equipment (PPE) will be used by all affected personnel. Contractor shall supply PPE to all personnel under its direction.

1.06 SAFETY REQUIREMENTS

A. Standards: Contractor shall maintain the Project in accordance with State and local safety and insurance standards.

B. Hazards Control. Contractor shall:

   1. Store volatile wastes in covered metal containers and remove from premises daily.

   2. Prevent accumulation of wastes which create hazardous conditions.

   3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Contractor shall not:

   1. Burn or bury, or permit burning or burying of rubbish and waste material at the Site.

   2. Dispose of or permit disposal of volatile wastes such as mineral spirits, oil, or paint thinner in storm of sanitary drains.

   3. Dispose of or permit disposal of wastes into streams or waterways.

D. Contractor to provide accident information to OCII on the forms provided by Contractor. This information will be provided on the same day as the occurrence of said incident.

1.07 SITE SAFETY OFFICER

A. Contractor shall designate one of its staff as “Site Safety Officer” whose duties will include the responsibility for enforcing the environmental protection provisions of these Specifications including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable Federal, State and local standards. Contractor shall submit for review by OCII its intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and safety and health plan. After review by OCII, the implementation and enforcement of this program shall become the responsibility of the Site Safety Officer. Any changes in the programs shall be requested by Contractor through the Site safety officer for written concurrence by OCII.

B. Representative(s) of OCII Risk Management will be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION
PART 1   GENERAL

1.01 SUMMARY

A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the specifications or approved for use in Addenda which were not already the subject of a Document 00660 Substitution Request Form.

B. Related Sections
   1. Section 01250: Modification Procedures
   2. Section 01330: Submittals

1.02 CONTRACTOR’S OPTIONS

A. For products specified only by reference standard: Contractor shall select any product meeting that standard.

B. For products specified by naming one or more products or manufacturers:
   1. Contractor shall select products of any named manufacturer meeting specifications.
   2. If product becomes unavailable due to no fault of Contractor, Contractor shall submit a Request for Substitution (RFS).

1.03 SUBSTITUTIONS

A. Except as provided in Document 00200 Instructions to Bidders with respect to “or equal” items, OCII and Architect will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of substantial completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OCII for work on the Project).

B. Contractor shall submit separate RFS (and four copies) for each product and support each request with:
   1. Product identification
   2. Manufacturer’s literature
   3. Samples, as applicable
   4. Name and address of similar projects on which product has been used, and dates of installation
   5. Name, address and telephone number of manufacturer’s representative or sales engineer
   6. For construction methods: Detailed description of proposed method; Drawings illustrating methods.

C. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations, including but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation may be rejected even though submittal was favorably reviewed.
D. Contractor shall state whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with OCII for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Contractor shall submit data relating to changes in construction schedule.

E. All variations of the proposed substitute from that specified will be identified in the RFS and available maintenance, repair and replacement service will be indicated.

F. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors effected by the resulting change, all of which will be considered by OCII in evaluating the proposed substitute. OCII may require Contractor to furnish additional data about the proposed substitute.

G. OCII will not consider substitutions for acceptance when:
   1. They will result in delay meeting construction milestones or completion dates;
   2. They are indicated or implied on submittals without formal request from Contractor;
   3. They are requested directly by subcontractor or supplier;
   4. Acceptance will require substantial revision of Contract Documents; or
   5. They disrupt Contractor’s job rhythm or ability to perform efficiently.

H. Substitute products shall not be ordered without written acceptance of OCII.

I. OCII will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

J. Accepted substitutions will be evidenced by a change order. All Contract Documents requirements apply to Work involving substitutions.

1.04 CONTRACTOR’S REPRESENTATION AND WARRANTY

A. Requests for substitutions, as referenced in Paragraph 1.01 of this Section 01620, constitute a representation and warranty that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
2. Will provide the same warranty for substitution as for specified product.
3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
4. Waives claims for additional costs which may subsequently become apparent.
5. Will compensate OCII for additional redesign costs associated with substitution.
6. Will be responsible for Construction Schedule slippage due to substitution.
7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that is subsequently rejected by OCII.
8. Will compensate OCII for all costs; including extra costs of performing work under Contract Documents, extra cost to other contractors, and any claims brought against OCII, caused by late requests for substitutions or late ordering of products.
1.05 OCI’S DUTIES

OCI shall:

A. Review Contractor’s RFS with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

1.06 ADMINISTRATIVE REQUIREMENTS

Specified products, materials, or systems for Project may include engineering or on-file standards required by the Regulatory Agency. Contractor’s substitution of products, materials or systems may require either additional engineering, testing, reviews, approvals, assurances, or other information for compliance with Regulatory Agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required OCI or Architect’s services made necessary by the substitution at no increase in Contract Sum or schedule time, and as a part of substitution proposal.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF DOCUMENT
1.01 SUMMARY

This section describes contract closeout procedures including:

1. Removal of temporary construction facilities
2. Substantial completion
3. Final completion
4. Final cleaning
5. Project record documents
6. Material, equipment and finish data
7. Project guarantee
8. Warranties
9. Turn-in
10. Release of claims
11. Guaranty and Maintenance Bonds

1.02 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

Contractor shall:

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

1.03 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as substantially complete, Contractor shall submit written notice to OCII, with list of items to be completed or corrected. The term “Substantial Completion” is defined in Section 01420 References and Definitions.

B. Within reasonable time, Architect and OCII will inspect to determine status of completion.

C. Should Architect and OCII determine that Work is not substantially complete, OCII will promptly notify Contractor in writing, listing all defects and omissions.

D. Contractor shall remedy deficiencies and send a second written notice of substantial completion. OCII and Architect will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.

E. When OCII and Architect concurs that Work is substantially complete, OCII will issue a Certificate of Substantial Completion, accompanied by Contractor’s list of items to be complete or corrected as verified by OCII and Architect.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by OCII before a Certificate of Substantial Completion will be issued.

G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the work by Contractor, Contractor through OCII will reimburse these visits.
1.04 FINAL COMPLETION

A. Final Completion is defined in Section 01420 References and Definitions. Final Completion occurs when Work meets requirements for OCII’s Final Acceptance. When Contractor considers Work is finally complete, Contractor shall submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of OCII’s representative, and are operative.

3. Work is complete and ready for final inspection.

B. In addition to submittals required by conditions of Contract, Contractor shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When Architect and OCII finds Work is acceptable and final submittal is complete, OCII will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Architect or OCII determine that Work is incomplete or defective:

a. OCII promptly will so notify Contractor, in writing, listing the incomplete or defective items.

b. Contractor shall promptly remedy the deficiencies and notify the OCII when it is ready for reinspection.

c. When Architect and OCII determine that the Work is acceptable under the Contract Documents, OCII will request Contractor to make closeout submittals.

D. Final adjustments of accounts:

1. Contractor shall submit a final statement of accounting to OCII, showing all adjustments to the Contract Sum and complete and execute Document 00650 Agreement and Release of Any and All Claims.

2. If so required, OCII shall prepare a final Change Order for submittal to Contractor, showing adjustment to the Contract Sum that were not previously made into a Contract Modification.

1.05 FINAL CLEANING

Contractor shall:

A. Execute final cleaning prior to final inspection.

B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

1. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

2. Employ skilled workers for final cleaning.

C. Clean Site; mechanically sweep paved areas.

D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

1.06 MATERIAL, EQUIPMENT AND FINISH DATA

Contractor shall submit two sets of data for primary materials, equipment and finishes as required under each specification.
section prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers to OCII for OCII’s records.

1.07 MISCELLANEOUS PROJECT RECORD SUBMITTALS

Contractor shall:

(i) Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities, (ii) Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference, and (iii) Submit records to OCII for OCII’s records.

1.08 PROJECT GUARANTEE

A. Requirements for Contractor’s guarantee of completed Work are included in Document 00700 General Conditions, Paragraph 9. Contractor shall guarantee Work done under Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at Contractor’s sole expense, for period of two years from date of Final Acceptance.

B. Neither recordation of final acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by OCII shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. OCII may make repairs to defective Work as set forth in paragraph 9 of Document 00700 General Conditions, if, within five (5) working days after mailing of written notice of defective work to Contractor or authorized agent, Contractor shall neglect to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of OCII, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.

D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to OCII, OCII shall have right to operate and use materials or equipment until it can, without damage to OCII, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve or release Contractor’s, subcontractors’ and equipment suppliers’ liability to OCII for damages sustained as result of latent defects in equipment caused by negligence of suppliers’ agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by OCII of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.09 WARRANTIES

A. Contractor shall execute Contractor’s submittals and assemble warranty documents, and operations and maintenance manuals, executed or supplied by subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

2. Assemble in Specification Section order.

B. Contractor shall submit material prior to final application for payment:

1. For equipment put into use with OCII’s permission during construction, submit within ten (10) working days after first operation.

2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within
ten (10) working days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect OCII against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements
2. Vandalism after substantial completion
3. Insurrection or acts of aggression including war

E. Related Damages and Losses: Contractor shall remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, Contractor shall reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than seven hundred thirty (730) days after corrected Work was done, whichever is later.

G. Replacement Cost: Contractor shall replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Contractor shall submit drafts to OCII for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.
2. Where specified, warranty shall be countersigned by subcontractors and installers.

I. Rejection of Warranties: OCII reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be two (2) years minimum from date of final completion of entire Work except where:

1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
2. Materials, equipment or systems are put into beneficial use of OCII prior to Final Completion as agreed to in writing by OCII.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to OCII free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of OCII.

1.10 TURN-IN

Contract Documents will not be closed out and final payment will not be made until all personnel identification media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to OCII.

1.11 RELEASE OF CLAIMS

Contract Documents will not be closed out and OCII will not make final payment until Document 00650 Agreement and
Release of Any and All Claims, is completed and executed by Contractor and OCII.

1.12 FIRE INSPECTION COORDINATION

Contractor shall coordinate fire inspection and secure sufficient notice to OCII to permit convenient scheduling.

1.13 BUILDING INSPECTION COORDINATION

Contractor shall coordinate with OCII inspectors a final inspection for the purpose of obtaining an occupancy certificate.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION
PART 1  GENERAL

1.01 SUMMARY

A. This section specifies administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:

1. Marked-up copies of Contract Plans
2. Marked-up copies of Shop Drawings
3. Newly prepared drawings
4. Marked-up copies of Specifications, Addenda, Change Orders and Construction Change Directives
5. Marked-up Project Data submittals
6. Record Samples
7. Field records for variable and concealed conditions
8. Record information on Work that is recorded only schematically

C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 16.

D. General Project closeout requirements are included in Section 01770 “Contract Closeout.”

E. Maintenance of Documents and Samples:

Contractor shall:

1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.

2. Not permit Project Record Documents to be used for construction purposes.

3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.

4. Make documents and samples available at all times for inspection by Architect and OCII.

F. OCII will provide one blueline set of the construction drawings and one project manual for Contractor’s use for recording as-built conditions.

1.02 PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, Contractor shall maintain a set of blueline or blackline prints of Contract Plans and Shop Drawings for Project Record Document purposes. Contractor shall label each document (on first sheet or page) “PROJECT RECORD” in 2 in. high printed letters. Contractor shall keep record documents current. Note: A reference by number to a Change Order, Construction Change Directive, RFI, RFQ, Field Order or other such document is not acceptable as sufficient record information on any record document. Contractor shall not permanently conceal any Work until required information has been recorded.
1. Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Contractor shall give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

   a. Dimensional changes to the Drawings
   b. Revisions to details shown on the Drawings
   c. Depths of various elements of foundation in relation to main floor level or survey datum.
   d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
   g. Actual numbering of each electrical circuit.
   h. Field changes of dimension and detail.
   i. Revisions to routing of piping and conduits
   j. Revisions to electrical circuitry
   k. Actual equipment locations
   l. Duct size and routing
   m. Changes made by Change Order or Construction Change Directive
   n. Details not on original Contract Plans

2. Contractor shall mark completely and accurately Project Record Drawing prints of Contract Plans or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Plans location.

3. Contractor shall mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

4. Contractor shall mark important additional information that was either shown schematically or omitted from original Drawings.

5. Contractor shall note Construction Change Directive numbers; alternate numbers; Change Order numbers and similar identification.

Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to (i) prepare the mark-up on Project Record Drawings; (ii) accurately record information in an understandable and legible drawing technique; and (iii) record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with OCII and Architect. When authorized, Contractor shall:

1. Prepare a full set of correct transparencies of Contract Plans and Shop Drawings.

2. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation “PROJECT RECORD DRAWINGS” in a prominent location on each Drawing.

3. Refer instances of uncertainty to OCII for resolution.

4. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.

C. Distribution of Marked-Up Drawings
Contractor shall submit the marked-up Project Record Drawings set to OCII for OCII’s records.

D. Shop Drawings and Samples: Contractor shall maintain these items as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Section, Contractor shall comply with supplemental requirements of Divisions 15 and 16, which require Contractor to:

1. Prepare large scale, detailed Layout Drawings of the work of those divisions. These Layout Drawings are not shop drawings as defined by the General Conditions, but together with shop drawing or Layout Drawings of all other affected sections are used, check, coordinate and integrate the work of the various sections

2. Include these Layout Drawings as part of the As-Built Documents.

1.03 PROJECT RECORD SPECIFICATIONS

During the construction period, Contractor shall maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

Contractor shall mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Contractor shall give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

In addition, Contractor shall:

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

4. Upon completion of mark-up, submit Project Record Specifications to OCII for OCII’s records.

1.04 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

A. Prior to Substantial Completion of the Work, Architect will make available to Contractor originals of the Drawings and Specifications, as AutoCad version 14 files and word processing files. Contractor shall note all changes thereon for the final Project Record Documents and provide one (1) set of mylar reproducibles, one (1) set of revised specifications and one (1) set of disks or CDs to be submitted to OCII.

B. After Substantial Completion and before Final Completion, Contractor shall carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.

C. Contractor shall clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

D. Contractor shall “cloud” all affected areas.

E. Contractor shall stamp each record drawing with the following information:

1. Project Record Document.
2. Prepared by: Contractor’s name, permanent address.
3. Date prepared:
4. Contractor’s signature.
5. OCII Project number.

1.05 PROJECT RECORD PRODUCT DATA

A. During the construction period, Contractor shall maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

Contractor shall:

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer’s instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to OCII for OCII’s records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. The prime Contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

B. MATERIAL, EQUIPMENT AND FINISH DATA

Contractor shall:

1. Provide data for primary materials, equipment and finishes as required under each specification section.

2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

   a. Trade names.
   b. Model or type numbers.
   c. Assembly diagrams.
   d. Operating instructions.
   e. Cleaning instructions.
   f. Maintenance instructions.
   g. Recommended spare parts.
   h. Product data.

1.06 MISCELLANEOUS PROJECT RECORD SUBMITTALS

Contractor shall refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, Contractor shall complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference and submit the same to the OCII for OCII’s records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
a. Field records on excavations and foundations  
b. Field records on underground construction and similar work  
c. Survey showing locations and elevations of underground lines  
d. Survey showing invert elevations of drainage piping  
e. Surveys establishing building lines and levels  
f. Authorized measurements utilizing unit prices or allowances  
g. Records of plant treatment  
h. Ambient and substrate condition tests  
i. Certifications received in lieu of labels on bulk products  
j. Batch mixing and bulk delivery records  
k. Documents related to testing and qualification of tradespersons  
l. Documented qualification of installation firms  
m. Documents related to load and performance testing  
n. Documents related to inspections and certifications by governing authorities  
o. Documents related to leakage and water-penetration tests  
p. Documents related to fire resistance and flame spread test results  
q. Final inspection and correction procedures  

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

3.01 RECORDING

Contractor shall post changes and modifications to the Documents as they occur. Contractor shall not wait until the end of the Project. OCII and/or Architect may periodically review Project Record Documents to assure compliance with this requirement.

3.02 SUBMITTAL

A. At completion of Project, Contractor shall deliver record documents to OCII  

B. Contractor shall accompany submittal with transmittal letter containing:

   Date  
   Project title and number  
   Contractor’s name and address  
   Number and title of each record documents  
   Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor’s authorized representative.

END OF SECTION